

## CHAPTER 37

# PREPARING AN AGENCY PROCUREMENT REQUEST FOR A DELEGATION OF PROCUREMENT AUTHORITY

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### Chapter Vignette

*“I was wondering,” Mark said, “when does the requiring activity get authority from the General Services Administration to move ahead with the procurement?”*

*“Well,” Marcia replied, “that depends on the type of delegation and on the type of agency procurement request. We should begin by talking about the various types of delegations of procurement authority and when you must prepare an agency procurement request. Did you know that these documents are often referred to as APRs and DPAs?”*

### **Course Learning Objectives**

At the end of this chapter, you will be able to:

**Overall:**

Describe the types of delegations of procurement authority and their thresholds and prepare an agency procurement request in accordance with the FIRMR.

**Individual:**

- 37.1 Define the terminology and types of delegation.
- 37.2 Explain the steps involved in deciding whether an APR is required.
- 37.3 Describe how to prepare an APR.
- 37.4 Explain GSA's actions, in general.

## Chapter Overview

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### Scope

This chapter describes the types of procurement authority that agencies use when buying FIP resources. It also describes how to prepare an agency procurement request (APR) in accordance with the FIRMR for higher dollar value procurements.

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### Topics in This Chapter

This chapter includes the following topics:

SECTION	TITLE	PAGE
37.1	Background, Terminology, and Types of Delegations	37-4
37.2	Deciding if an Agency Procurement Request is Required	37-10
37.3	Preparing an Agency Procurement Request	37-12
37.4	GSA's Review and Delegation . . . And After	37-20

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### References

In order to understand the topics discussed in this chapter, you should have the following documents at hand:

- The FIRMR, especially FIRMR 201-20.305, and
  - FIRMR Bulletins A1, C-5 and C-7.
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## 37.1 Background, Terminology, and Types of Delegations

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### Background

As you learned in Chapter 1, *Statutes that Apply to the Acquisition of FIP Resources*, the law gives GSA essentially *exclusive authority* to procure FIP resources. In Chapter 15, *Determination of Acquisitions Covered by the FIRMR*, you learned that the term “FIP resources” is *very broad*, covering many types of resources.

Given this broad, exclusive authority, GSA has chosen to delegate procurement authority for *most* acquisitions to agencies, rather than conduct all the Government’s procurements. This decision required GSA to develop methods, rules, and even new terminology for delegating authority to agencies, such as:

- Delegation of Procurement Authority,
- Regulatory Delegation,
- Specific Agency Delegation,
- Specific Acquisition Delegation (including Trail Boss DPA), and
- Agency Procurement Request.

Another term important to the delegations process is “Designated Senior Official.”

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### 37.1 Background, Terminology, and Types of Delegations *(continued)*

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#### Delegation of Procurement Authority

*Delegation of Procurement Authority (DPA)* is a term that refers to GSA’s formal assignment to other agencies of its statutory authority to acquire “ADPE” (defined to include services and telecommunications). GSA delegates authority in three ways:

- Regulatory Delegations,
  - Specific Agency Delegations, and
  - Specific Acquisition Delegations.
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#### Regulatory Delegation

FIRMR 201-20.305-1

The first type of delegation of procurement authority is the ***regulatory delegation***, sometimes referred to as a “blanket DPA.” *If your acquisition meets the conditions for a regulatory delegation, you do not need to submit an agency procurement request to GSA.* Your agency automatically has authority under regulation to buy the resource.

GSA’s regulatory delegations fall in three categories:

- FIP-related supplies regardless of cost,
- Acquisitions under GSA’s mandatory-source programs, such as FTS2000, and
- Acquisitions at or below *regulatory thresholds set in three tiers* depending on agencies’ IT budgets and past performance.

*(Topic continued on next page)*

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### 37.1 Background, Terminology, and Types of Delegations *(continued)*

Regulatory  
Delegation  
(continued)

GSA's provisions are summarized in the table below.

Note: For a threshold decision, use the total of all FIP resources life cycle dollars

AGENCIES' REGULATORY AUTHORITY				
For Acquisition of:	And:	And:	By Agencies	
			For:	Does Not Exceed:
FIP equipment, software, services, support services, related supplies, and systems:	Does <i>not</i> include telecom requirements within scope of FTS2000 or GSA's CLTS program or at a site where another agency has a telecom switching function, <i>or</i>  Agency has an exception to the use of FTS2000 or CLTS, <i>or</i> Includes Telecom resources which will be acquired through FTS2000 or CLTS program:	When the total estimated dollar value (including all optional items and periods over the system's life) under a single contract action:	Department of Defense/Office of the Secretary of Defense; Department of the Air Force, Army, Energy, Health and Human Services, Navy, Transportation, Treasury; and NASA	
			Competitive acquisition	\$20,000,000
			Specific make and model or only one responsible source acquisition	\$2,000,000
			Departments of Agriculture, Commerce, Interior, Justice, State, and Veterans Affairs; EPA; and GSA:	
			Competitive acquisition	\$10,000,000
			Specific make and model or only one responsible source	\$1,000,000
			All Other Agencies:	
			Competitive acquisition	\$5,000,000
			Specific make and model or only one responsible source	\$500,000
			<b>Exceptions:</b>	
<ul style="list-style-type: none"><li>• Stand-alone buys of FIP-related supplies regardless of cost</li><li>• FTS2000 Program resources</li><li>• Consolidated Local Telecommunications Services (CLTS) Program resources</li><li>• Financial Management Systems Software (FMSS) Multiple Award Schedule Contract resources</li><li>• Other GSA Information Resources Management Service (IRMS) multiagency services and contracts*</li><li>• Acquisition of local regulated telephone services</li></ul>				

\*Unless contract will be turned over to agency after award [as is done with acquisitions conducted by GSA's Federal Computer Acquisition Center (FEDCAC)].

### 37.1 Background, Terminology, and Types of Delegations *(continued)*

#### Regulatory Delegation (continued)

Note that the conditions in the second column (upper part of table) refer to one of two restrictions:

- Agencies can't bundle requirements that could be met through the FTS2000 or CLTS programs with other requirements to avoid GSA and use another source, and
- Agencies cannot use the regulatory threshold to buy telecommunications facilities or services for use at a site where another agency has a switching function.

These conditions support two fundamental GSA policies. First, agencies must use mandatory sources for telecommunications resources—or obtain an exception. (The resource can't be hidden or bundled to avoid this requirement.) Second, GSA approves telecommunications switching functions by site not agency. When several agencies occupy a building or site, GSA normally designates the largest to provide switching for all Federal users at the site.

One final condition applies. FIRMR 201-20.305 indicates that agencies “shall not fragment requirements for FIP resources in order to circumvent established delegations of procurement authority thresholds.”

#### Specific Agency Delegation

FIRMR 201-20.305-2

The second type of delegation of procurement authority is the ***specific agency delegation***. This type of delegation modifies for one agency (or part of an agency) the Governmentwide regulatory delegations.

GSA grants specific agency delegations (the delegation of procurement authority) based on the results of special, comprehensive reviews called Information Resources Procurement and Management Reviews (IRPMRs). These reviews determine whether an agency has policies, procedures, practices, and people in place to effectively, efficiently, and economically acquire and manage FIP resources in accordance with regulation and best practices. Following an IRPMR, GSA may either increase, decrease, or confirm the regulatory threshold for that agency.

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## 37.1 Background, Terminology, and Types of Delegations *(continued)*

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### Specific Acquisition Delegation

FIRMR 201-20.305-3

The third and best known type of delegation authority is the ***specific acquisition delegation***. When someone refers to a DPA, they usually mean a specific acquisition delegation.

If the value of your acquisition exceeds your agency's threshold or does not meet the conditions of the regulatory or specific agency delegation, you must prepare an agency procurement request (APR) for a specific acquisition delegation. As the name suggests, an APR is specific to a single acquisition, as is the ensuing delegation. The guidelines for preparing an APR are in FIRMR Bulletin C-5.

There is a special type of specific acquisition delegation referred to as a **"Trail Boss DPA."** The Trail Boss is a high-level, highly trained and experienced acquisition executive formally designated by an agency to manage a major, mission-essential acquisition. Participation in the program is optional for the agency, but subject to GSA's approval.

For example, an agency may have a very complex or highly specialized FIP resources acquisition, such as modernization of tax or social security systems. In such cases, the agency may appoint a "Trail Boss" to head the acquisition effort, overseeing programmatic, technical, and contracting functions.

The benefits of the Trail Boss program to the agency include approval (by specific acquisition DPA) very early in the acquisition process and GSA's support throughout the acquisition. FIRMR Bulletin C-7 provides information on the program, including instructions for preparing a Trail Boss APR.

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### Agency Procurement Request

The Agency Procurement Request is a document submitted by an agency to GSA requesting a DPA for the acquisition of specific FIP resources, including systems, equipment (hardware), software, services, and support services (including maintenance).

FIRMR 201-20.305 and FIRMR Bulletins A-1, C-5 and C-7 contain the procedures you should follow in preparing an APR. You will learn more about APRs later in this chapter.

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### 37.1 Background, Terminology, and Types of Delegations *(continued)*

Designated Senior  
Official

FIRMR 201-4.001
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The Designated Senior Official (DSO) is that person in an executive agency who is responsible under the *Paperwork Reduction Act* for carrying out the agency’s information resource management functions—or who is the senior IRM official designated by the agency head of an agency not subject to the *Paperwork Reduction Act*—to be responsible for acquisitions under a delegation of procurement authority.

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Contracting  
Officer Role

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You must insert the FIRMR provision: 201-39.5202-3, Procurement Authority, in all solicitations for FIP resources.

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## 37.2 Deciding if an Agency Procurement Request is Required

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### When to Submit an APR

When agencies are acquiring FIP resources, they must determine early in the acquisition process whether they must complete an APR for a specific acquisition delegation. This is because, with few exceptions (one of which is Warner Amendment buys), *agencies do not have authority under the law to acquire FIP resources.*

You learned in Chapter 15, *Determination of Acquisitions Covered by the FIRMR*, how to decide whether the FIRMR applies to a given procurement. This is the first decision you must make when deciding whether to prepare an APR. If the FIRMR does *not* apply, you do *not* need to be concerned about a delegation of any kind. However, if the FIRMR does apply, you continue with the decision-making process.

If your acquisition is subject to the FIRMR, your next step is to determine whether your agency has a specific agency delegation. You can determine this by contacting your IRM office or the office of your Designated Senior Official (DSO). You can also find out by calling GSA's Acquisition Reviews Division at (202) 501-1566 (FTS and commercial) and asking for your agency's desk officer. [GSA plans to post the information in the future, probably on GSA's electronic bulletin board at (202) 208-7484.]

If your agency does not have a specific agency delegation, you refer to the regulatory delegations, described in the previous section.

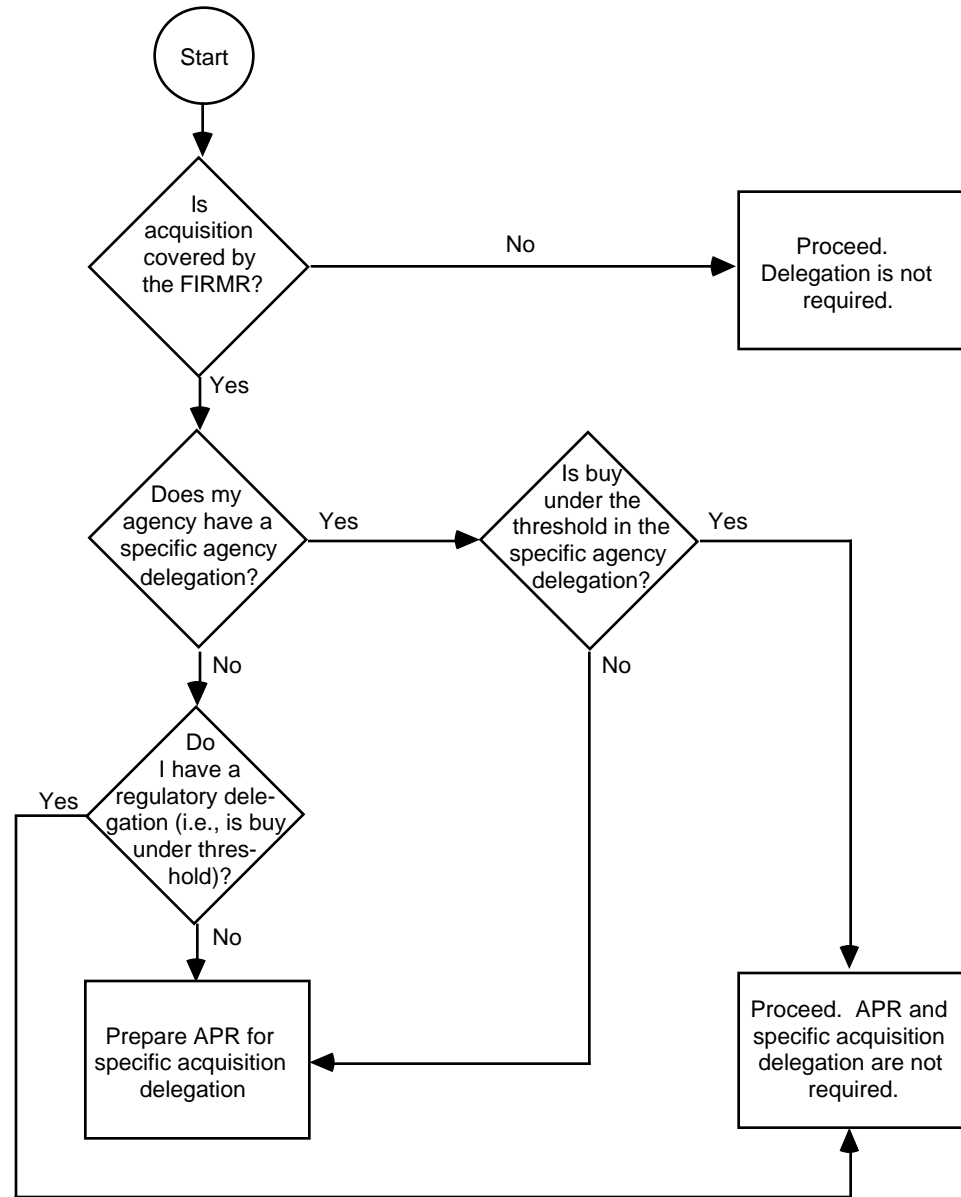
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## 37.2 Deciding if an Agency Procurement Request is Required

When to Submit  
an APR  
(continued)

The flow chart below outlines the steps you should follow to determine if you must prepare an APR.



### 37.3 Preparing an Agency Procurement Request

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Who Can Submit an APR?

*Not everyone can submit an APR to GSA.* GSA requires each agency's DSO to provide a list of officials authorized to submit APRs. GSA's delegations desk officers screen every APR to be sure that it is an authorized submission.

Many agencies have implementing rules for submission of APRs. In fact, *most agencies even set up internal thresholds that may apply to you in addition to GSA's.* So you will need to check with your IRM office to determine the proper channels and procedures.

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When to Submit an APR

Agency procurement requests are submitted after all pre-procurement studies—such as the requirements analysis, alternatives analysis, benefit-cost analysis, and conversion study—are complete, but *before release of the solicitation.* FIRMR 201-39.5202-3, *Procurement authority*, requires agencies to identify the type of delegation and, for specific acquisition delegations, GSA's case number in the solicitation.

The exception is submission of Trail Boss APRs. These are submitted very early in the planning phase, during conceptual planning.

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Preparing an APR

You should prepare an APR following GSA's and your agency's guidance. The following sections outline GSA's submission requirements (in italicized type) for regular and Trail Boss DPAs and briefly explain the requirement (in regular text).

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### 37.3 Preparing an Agency Procurement Request *(continued)*

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Regular APRs

1. Agency information.

a. *Agency name, address, and location where FIP resources will be installed or services will be performed.*

b. *Names, titles, organizations, and telephone numbers of senior program, technical, and contracting officials assigned to the acquisition and description of the organizational structure supporting these individuals.*

c. *For acquisitions at or above \$25 million, for officials in b:–*

(1) *Experience in previous major FIP resources acquisitions.*

(2) *Responsibilities, scope of authority, and reporting structure with respect to the acquisition.*

(3) *Whether assignment to the acquisition is full or part-time and, if part-time, the nature of other responsibilities.*

GSA places great importance on management structure and the abilities and experience of those conducting the procurement. GSA desk officers sometimes call the individuals identified in the APR directly to resolve questions.

2. Project title and description.

Identify the project title and briefly but specifically describe the primary agency programs that the FIP resources will support. The overall relationship of the proposed acquisition to the agency's mission should be evident.

3. Current support.

Briefly but specifically describe the FIP resources now supporting the program or programs. Indicate the deficiencies in current support—such as inadequate capacity or an expiring contract—that necessitate the procurement. If there is no current support, describe the basis for the new requirement.

*(Topic continued on next page)*

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### 37.3 Preparing an Agency Procurement Request *(continued)*

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Regular APRs  
(continued)

4. *FIP resources to be acquired.*

Briefly and generally describe the FIP resources to be acquired during the contract life. When describing requirements, remember that the DPA will be limited in its scope by the APR. For example, “nationwide network with regional nodes” is descriptive and does not limit delegated authority as would “LAN servers for twelve sites.” If telecommunications resources are involved, you should indicate whether GSA’s mandatory telecommunications program sources will be used and, if not, why not. This section also requires you to address such areas as system expansion, augmentations, upgrades, and similar changes during the contract life.

5. *Contracting approach.*

- a. *Is requirement specific make and model or compatibility-limited?*
- b. *Planned milestones (fiscal year and quarter) for release of the solicitation and contract award.*
- c. *If pilot or prototype, the strategy for the follow-on implementation phase.*
- d. *Does acquisition plan [FAR 7.104(c)] contemplate contracting under:*
  - (1) *Full and open competition (FAR Subpart 6.1),*
  - (2) *Full and open competition after exclusion of sources (FAR Subpart 6.2), or*
  - (3) *Other than full and open competition (FAR Subpart 6.3). If other than full and open competition, provide statutory contracting authority (described in FIRM Subpart 201-39.6 or FAR 6.302-1 through 6.302-7).*

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### 37.3 Preparing an Agency Procurement Request *(continued)*

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Regular APRs  
(continued)

Describe the contracting approach in some detail, taking care to provide enough information so that the approach seems reasonable and justified. If the acquisition is for a pilot or prototype, address the means of ensuring competition for the follow-on procurement. If additional information may clarify why competitiveness is limited, you should explain the circumstances to avoid delays in GSA's processing of the APR.

6. Estimated contract life and cost.

Identify the planned contract life with all optional periods. In addition, provide an estimated contract cost that includes all anticipated optional quantities, resources, and periods. FIRMIR Bulletin C-5 requests that agencies break down costs by categories, including FIP equipment, FIP software, FIP services, FIP support services, FIP-related supplies, total FIP resources, total other-than-FIP resources, and total contract cost. (In practice, agencies do not always do so.)

***It is important to accurately project contract life and cost because the delegation of procurement authority is limited to the costs and years indicated in the APR.***

7. Regulatory compliance.

a. *Provide a statement that the agency has reviewed and complied (or will comply) with all applicable regulations or list (with explanation) the deviations from the regulations that apply.*

*(Topic continued on next page)*

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### 37.3 Preparing an Agency Procurement Request *(continued)*

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Regular APRs  
(continued)

*b. Provide the date of completion or most recent update of the following documentation or indicate not applicable:*

- *Requirements analysis,*
- *Analysis of alternatives,*
- *Determination to support compatibility-limited requirements,*
- *Conversion study,*
- *Certified data to support a requirement available from only one responsible source,*
- *Certified data to support a requirement using a specific make and model specification,*
- *Description of planned acquisitions to foster competition for subsequent acquisitions,*
- *Justification for more than one agency to provide switching facilities or services at building locations,*
- *Exception to the use of FTS-2000 mandatory network services, and*
- *Exception to the use of GSA local telecommunications service mandatory switching services.*

Although this section is sometimes taken lightly, you should verify any information you submit. GSA may question why you have indicated “not applicable” or may ask for one of these documents. You do not want to be surprised by finding out that the requiring activity really hasn’t completed the conversion study that it said it finished last year. (A GSA official once referred to these documents as “vapor paper.”)

#### 8. Agency remarks.

You can use this section to provide additional information or special conditions, such as the need for building construction or modification by GSA or for multiyear contracting authority for telecommunications resources (as provided in FIRMR 201-20.306).

#### 9. Agency / GSA references.

Cite related GSA delegations (including case numbers), meetings, telephone discussions, and similar information in this section.

*(Topic continued on next page)*

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### 37.3 Preparing an Agency Procurement Request *(continued)*

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Regular APRs  
(continued)

#### 10. Authorization.

Include the agency-authorized signature, position title, organization, and date. The individual cited in this section must be on GSA's list in order for the APR to be processed.

#### 11. Performance Measurement.

GSA now requires additional information that is not included in FIRMR Bulletin C-5 (dated January 30, 1991). Agencies must "justify their information technology acquisition requirements in terms of functional and measurable outcomes." Examples of outcomes include faster delivery of service to the client, reduction of billing time, or reduction of agency expenditures.

Most agencies, in the course of planning a major systems acquisition, have definite objectives that the acquisition should fulfill. These objectives should be specific and measurable and can serve as the basis for "performance metrics" (as GSA has called them) in the delegations process. GSA has advised in the past that performance metrics should address quality, timeliness, and price. Agencies sometimes discuss these measures with GSA before submission.

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Trail Boss APRs

An agency may, at its option, submit a Trail Boss agency procurement request to GSA for an acquisition that:

- Is in the early conceptual or requirements analysis stage,
- Seeks full and open competition,
- Is critical to the agency's mission,
- Is in the agency's five-year information technology plan, and
- Has the support of senior program, technical, and contracting officials.

Generally speaking, agencies hold discussions and briefings with GSA before nominating an acquisition (by APR) for the Trail Boss program. As set forth in FIRMR Bulletin C-7, a Trail Boss APR includes the following information.

*(Topic continued on next page)*

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### 37.3 Preparing an Agency Procurement Request *(continued)*

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Trail Boss APRs  
(continued)

1. Agency Information.

This section includes agency name, address, primary location of the FIP system, and the position title, telephone number, and organizational identity of the Trail Boss and Deputy Trail Bosses designated to conduct the acquisition.

2. Program Title and Description.

This section indicates the program title and briefly but specifically describes the major agency program the acquisition will support, current FIP resources, and the major elements required to support the program during its system life.

3. Estimated Acquisition Costs.

The DPA is limited by the estimated overall cost of the contract action provided by the agency in this section.

4. Major Milestones.

This section lists major milestones for the life of the acquisition.

5. Regulatory Compliance.

This section provides a statement that the agency will comply with all applicable regulations or obtain a deviation.

6. Agency Remarks.

This section is used for additional information or special conditions necessary for GSA to understand the APR.

7. References.

Agencies cite relevant past GSA guidance, meetings, briefings, and telephone discussions concerning the acquisition.

8. Agency Signature.

A Trail Boss APR must be signed by the agency's DSO or designee.

*(Topic continued on next page)*

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### 37.3 Preparing an Agency Procurement Request *(continued)*

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Trail Boss APRs  
(continued)

#### 9. Trail Boss Charter.

FIRMR Bulletin C-7 provides detailed guidance on the contents of the Trail Boss Charter. It addresses purpose, Trail Boss status and line of authority, designation of Trail Boss Program participants and delineation of authority, acquisition support team, responsibilities of the Trail Boss, and statement of agency commitment.

#### 10. Qualifications of the Trail Boss.

FIRMR Bulletin C-7 also provides detailed guidance on knowledge, experience, and education qualifications as well as considerations for selecting a Trail Boss.

#### 11. Performance Measurement.

As described in the previous section, GSA now requires performance goals when delegating authority.

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Submission of  
APRs

FIRMR Bulletin C-5 dated January 30, 1991, does not conform to current practices. The obsolete provisions are those that detail mail and fax addresses for submitting APRs. Effective August 1, 1994, GSA no longer accepts APRs except by electronic submission to a restricted portion of its bulletin board system. Authorized submission officials establish an account with GSA before their first submission. If you are authorized by your agency's DSO to submit APRs and do not yet have an account, you need to contact GSA's Acquisition Reviews Division at (202) 501-1566.

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## 37.4 GSA's Review and Delegation . . . And After

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### Acknowledgement of Receipt

FIRMR Bulletin C-5 indicates that GSA will provide, within three days of receipt of the APR, verification that identifies the date of receipt, the name and telephone number of the person handling the APR, the file and case number, the day the 20-workday clock expires (discussed below), and other pertinent information.

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### GSA's Actions

In response to an APR, GSA will either:

- Delegate authority to the agency to conduct the contracting action,
- Delegate authority to the agency to conduct the contracting action with provision for GSA to participate,
- Provide for contracting by GSA or otherwise satisfy the requirement on behalf of the agency,
- Suspend the request and ask for further information, or
- Deny procurement authority.

*In most cases, GSA delegates procurement authority within the 20-workday timeframe cited in FIRMR Bulletin C-5, paragraph 13.*

*Suspensions for additional information are not unusual. Contracting by GSA for agencies, and denials, are rare.*

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### Suspensions for Additional Information

Some APRs for “significantly large or complex acquisitions” or with “significant compatibility-limited requirements” are reserved by GSA for comprehensive review. From GSA’s perspective, this means acquisitions of around \$100 million or 25 percent of the agency’s information technology budget.

When GSA receives such an APR, it suspends the 20-workday clock and asks for more information from the agency. This typically includes all the pre-procurement studies cited in the APR, the solicitation document, and the project plan. GSA may take several months or more to review an acquisition of this significance.

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### 37.4 GSA's Review and Delegation . . . And After *(continued)*

#### Conditions in Delegations

When GSA delegates authority, it typically does so with conditions. There are a number of boilerplate terms that appear in all delegations, such as providing for full and open competition.

*You are obligated to comply with the conditions in delegations of procurement authority. If you do not, your DPA may be void.*

#### Changes in APR Terms

What happens if conditions change from that which you reported to GSA in your APR? Suppose, for example, that you indicated that the acquisition would be competitive and now, after receiving your delegation, you discover that there is only one responsible source. Or suppose that you report an estimated contract value of \$25,000,000 and proposals are evaluated at \$30,000,000 and up. Is your DPA still valid? In a word, no.

*When conditions change from that in your APR, you must submit an amended APR to GSA. Otherwise, your DPA may be void.*

#### The 20-Day Clock and Automatic Delegation

FIRMR Bulletin C-5 paragraph 13 indicates that if GSA does *not* answer an APR within 20 workdays (plus 5 calendar days for mailing time) then agencies can proceed with the FIP acquisition as though it had received a delegation.

In practice, this rarely if ever occurs because GSA will suspend a case rather than let the “clock run out.” Further, agencies typically choose not to exercise this authority, regarding such an action as imprudent and potentially confrontational with GSA.

#### Appeal to OMB

If an APR for a specific acquisition is denied, the agency head may submit a written appeal to the Director, Office of Management and Budget. OMB reviews both the agency's rationale and GSA's reasons for denial before issuing a judgment. Appeals to OMB are very, very rare. Nonetheless, you should know that you can appeal a denial.

#### Role of Contract Specialist

The contract specialist shall insert a clause substantially the same as that found in FIRMR 201-39.5202-3, Procurement Authority, in all solicitations when a delegation of procurement authority is required.

## **SUMMARY**

In this chapter, you learned about the types of authority an agency has to acquire FIP resources and how to construct an agency procurement request in accordance with the FIRMR. In the next chapter, you will learn about appropriate technical factors for inclusion in the RFP (sections C, L, M). These are determined by the source selection methodology selected.

## CHAPTER 38

# SOURCE SELECTION FOR FIP RESOURCES

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### Chapter Vignette

*Marcia was continuing her briefing for Mark on FIP resources acquisition. “I think that it is about time we looked at the source selection process for FIP resources,” she said.*

*“I think that you will find it is a bit different from what you might have done in the past. In a FIP resources acquisition,” she continued, “you have to think about the acceptance criteria, the testing criteria for capability and performance validation, effectiveness level, past performance, and the trade-offs that are available. Of course, you will have technical help in considering the purely technical aspects, but the hard choices and recommendations are more of a contracting problem area than a technical problem area.”*

### **Course Learning Objectives**

At the end of this chapter, you will be able to:

**Overall:**

Predict the appropriate technical factors for inclusion into the RFP (sections C, L, and M).

**Individual:**

- 38.1 Explain source selection.
- 38.2 Explain and use various source selection methodologies.
- 38.3 Explain the unique considerations for a FIP Resources Source Selection
- 38.4 Identify components of a Source Selection Plan

## Chapter Overview

### Scope

This chapter discusses source selection for a FIP resources acquisition and how to predict the appropriate technical factors for a inclusion in the RFP sections C, L, and M. It discusses the major source selection methodologies, including lowest price-technically acceptable and best value.

It also explains the unique considerations for source selection of FIP resources, including

- acceptance criteria;
- testing criteria (capability and performance validation);
- effectiveness level;
- past performance; and
- trade-offs.

### Topics in This Chapter

This chapter includes the following topics:

SECTION	TITLE	PAGE
38.1	Overview of Source Selection	38-4
38.2	Source Selection Methodologies	38-13
38.3	Unique Considerations for a FIP Resources Source Selection	38-20
38.4	Source Selection Plan	38-27

### References

You may need several key references and documents to perform the actions discussed in this chapter. These include:

- FAR Part 15, especially Subpart 15.6 on Source Selection;
- FAR Part 34 on Major System Acquisition;
- FAR Part 39 on Acquisition of Information Resources;
- FIRMR Part 20 on Acquisition;
- FIRMR Part 201-24 on GSA Mandatory Programs;
- FIRMR 201-39 on Acquisition of FIP Resources by Contracting;
- OMB Circular A-109, *Major System Acquisitions*;

## 38.1 Overview of Source Selection

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### Introduction

FAR 15.6

You will recall that the definition of source selection is “*the process of soliciting and evaluating offers for award in a competitive environment*” (FAR 15.6). This section presents a brief overview of source selection, so you will be able to explain source selection as it applies to a FIP resource acquisition.

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### Relationship to the FAP

The table on the next page shows the relationship of source selection activities to the overall Federal Acquisition Process (FAP).

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### Importance of the Acquisition Plan

You will recall that much emphasis is placed on the acquisition planning process and the acquisition plan. In a FIP resources selection this is critical. The source selection plan and the source selection will rely heavily on the effectiveness of the acquisition plan. If acquisition planning is defective, the source selection process, by itself, cannot make up for the defects.

This means that the contract specialist must carefully examine the acquisition plan and ensure that it is fully understood, addresses the requirements and examines all life cycle costs, not just immediate acquisition costs, and does not contain any unnecessary restrictions on competition. (See Chapter 35, “*Preparation of an Acquisition Plan.*”)

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### Source Selection Documentation

The source selection process produces a number of key documents, and you should understand the relationship among them. The relationship is shown on page 38-6.

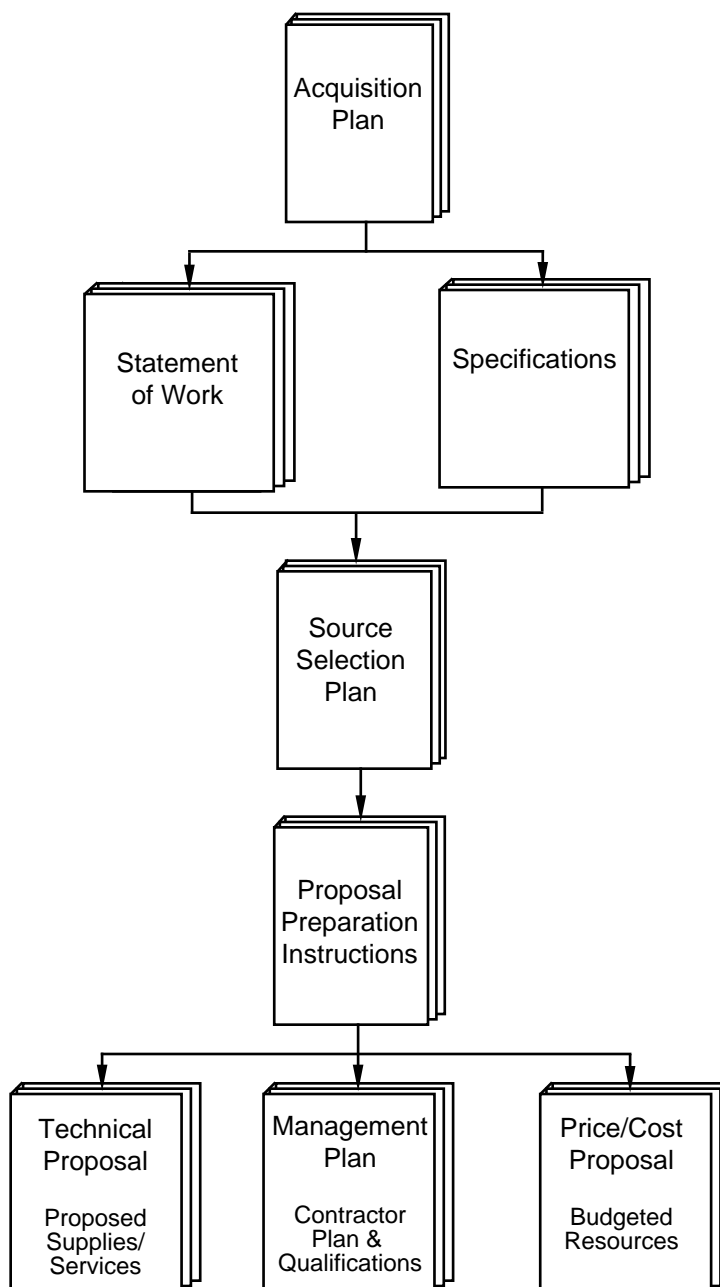
It is essential that you maintain complete documentation of the source selection process, in the event that the an offeror later demands a debriefing, because:

1. FAR 15.1003 provides for an offeror to receive such a debriefing on request; and
  2. You may need these documents later against a protest.
-

## Phases of the FAP

ACQUISITION PHASE	SOURCE SELECTION PROCESS	SOURCE SELECTION ACTIVITIES
Pre-Solicitation	Develop Acquisition Plan	Develop Acquisition Plan
	Develop Source Selection Plan	Develop the Source Selection Plan and appoint the SSEB
	Obtain Reviews, Approvals, and Authorization	Request/Receive Agency-level Reviews/Approval
Solicitation	Prepare and Issue Solicitation	Write the Solicitation
		Develop an Independent Government Estimate
		Obtain Industry Comments on the Draft Solicitation (optional)
		Develop detailed Source Selection Materials
		Publicize the Solicitation in the <i>Commerce Business Daily</i>
		Issue the Solicitation
		Hold Preproposal Conference (optional)
		Answer Questions and Amend the Solicitation
Evaluation	Evaluate Proposals	Train Source Selection Team
		Receive Proposals
		Determine Whether Proposals Comply with Solicitation Instructions
		Evaluate Proposals Against Minimum Mandatory Requirements
		Request Clarification or Correction
		Rate Technical Proposals
		Conduct Initial Cost Evaluation
		Establish Competitive Range
Award	Select Contractor	Conduct Discussions and Negotiations
		Request Best and Final Offers (BAFOs)
		Rerate Proposals Based on BAFOs
		Select the Apparent Winner
		Conduct Responsibility Reviews
		Approve the Selection
		Award the Contract
		Notify Unsuccessful Offerors
		Debrief Offerors
Post Award	Contract Administration	Publicize the Contract

## Source Selection Documentation



### 38.1 Overview of Source Selection *(continued)*

Formal or  
Informal Source  
Selection

You will also recall that source selection can be either *informal* or *formal*.

Informal source selection occurs when the contracting officer makes the selection alone or with the assistance of a technical advisor panel.

FAR 15.612(a)

Formal source selection occurs “when the specific evaluation group is established to evaluate proposals and select the source for contract award” (FAR 15.612(a)). In this chapter, and in most complex FIP resource acquisitions, the emphasis will be on formal source selection.

You will find that source selection for FIP resources is much like source selection for other major commodities with which you have had experience, but there are some differences and areas of emphasis that you should understand.

Applicability of the  
Source Selection  
Process

The formal source selection process may apply to a FIP resource acquisition for negotiated contracting when the source selection is based on:

1. Cost or price competition between proposals that meet the Government’s *minimum requirements* stated in the solicitation

OR

2. Competition involving an evaluation and comparison of cost or price and other factors.

*(continued on next page)*

## 38.1 Overview of Source Selection *(continued)*

### Objectives of Source Selection

In a FIP resource acquisition, the **objectives of source selection are to support the goals of the overall Federal acquisition process.**

These objectives are:

- evaluation of the *quality and ability to produce* the supplies or services relative to price;
- determination of the *technical and management capability* of the offeror;
- determination of the offeror's *past performance* in providing supplies or services; and
- determination of which offer will be *most advantageous* to the Government.

*This means that you must ensure that the acquisition plan, the acquisition strategy, the source selection plan, the evaluation factors, and the instructions to the offerors in Sections L and M for the FIP resource acquisition all support these source selection objectives.*

### Purposes of Source Selection

You may recall from previous instruction that the source selection process has certain purposes. FAR 15.603 states that the purposes of source selection are as shown in the following table.

PURPOSES OF SOURCE SELECTION
<ul style="list-style-type: none"> <li>• Maximize competition;</li> <li>• Minimize the complexity of the solicitation, evaluation and selection decision;</li> <li>• Ensure impartial and comprehensive evaluation of all proposals; and</li> <li>• Ensure selection of the source whose proposal has the highest degree of realism and whose performance is expected to best meet stated Government requirements.</li> </ul>

*(continued on next page)*

## 38.1 Overview of Source Selection *(continued)*

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### Maximizing Competition

The first purpose, maximizing competition, is sometimes more difficult in a FIP resource acquisition than in the acquisition of other commodities. That is because of the proprietary nature of the computer operating systems, various telecommunications patents and proprietary software (see Chapter 12). *Therefore, you must be especially careful to ensure that the technical requirements do not unnecessarily restrict competition.*

As a contract specialist or contracting officer in a FIP resource acquisition, the way that you can best maximize competition is to check the acquisition plan and source selection plan and make sure that any sole source, or specific make and model requirements are really necessary. Of course, you will include these if they are necessary, but check with the technical experts to determine if that is really the case.

Also, if there is doubt that requirements have been written to be unduly restrictive, you should consider obtaining industry comments before issuing the solicitation.

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### Minimizing Complexity of the Evaluation

The second purpose of source selection procedures is to minimize complexity of the evaluation. Source selection in some FIP resource acquisitions can be very complex even for the best informed technical experts. For this reason, it is important that you accomplish the following:

- Ensure the *minimum requirements are specific and well identified*, so that even nontechnical personnel can understand what is needed. If you do not understand something in the acquisition plan, ask questions and do not be afraid to require simplifications and enhancements, until the source selection plan is comprehensive and understandable.
- Remember the *preference for commercial-off-the-shelf (COTS) FIP resources*, whenever possible, to eliminate or minimize difficult and expensive development phases of the acquisition. Also, whenever possible, consider the existing mandatory-for-use and mandatory-for-consideration sources, to avoid complexity.
- Remember that, wherever possible, *a software solution is usually preferable to a hardware solution*. Hardware solutions tend to be more expensive in the long run and have the added disadvantage of “locking in” reliance on one supplier or contractor.

*(Topic continued on next page)*

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## 38.1 Overview of Source Selection *(continued)*

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### Minimizing Complexity of the Evaluation (continued)

- *Make sure that risks and costs are fully addressed.* The source selection plan and the evaluation process should examine not only probable acquisition costs, but also long term life cycle costs for activities such as training, upgrades, maintenance, and eventual phase out and disposal. The tradeoffs among various offers must also be understood.
  - Make sure that the evaluation factors and the scoring system is *valid and reliable*, so that evaluators can apply the factors fairly and uniformly. If technical evaluators require outside (non-Government) assistance, because of the technical difficulty of the evaluation, identify the need as early as possible to avoid delays. Remember, one major cause of protests in FIP source selection is the use of factors which appear to be arbitrary, or favor one offeror. (See Chapter 40, “Developing the Solicitation.”)
  - Consider a *page count limitation*. One thing that makes technical evaluation difficult is the large number of pages and redundancies required in some solicitations. Check with the technical evaluators and consider whether it is feasible to limit offerors to a reasonable limit, such as 50 or 100 pages, to explain the technical approach.
- 

### Organization for Source Selection

In many ways, the organization for a formal source selection in a large scale FIP resources acquisition is like that for other complex acquisitions. The organization for a FIP resources source selection may include the Source Selection Authority (SSA), the Source Selection Advisory Council (SSAC), and source selection evaluation board (SSEB). In addition, there may be several panels of technical experts to serve as advisors to the SSEB during source selection. Finally, there may be a “Trail Boss” appointed to oversee the entire acquisition.

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### SSA

There will usually be a Source Selection Authority, from at least one management level above the contracting officer, to provide guidance to the contracting office and to make the final source selection, based on the recommendations and trade offs which you will present. (Note that, if a Trail Boss is assigned, the Trail Boss will be delegated to carry out these SSA functions.)

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*(continued on next page)*

### 38.1 Overview of Source Selection *(continued)*

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#### Source Selection Advisory Council (SSAC)

The appointment of a Source Selection Advisory Council is *optional* and at the discretion of the SSA. If an SSAC is appointed, it reviews the evaluation of the Source Selection Evaluation Board Council and, if requested, makes a recommendation to the SSA.

In a complex FIP resource acquisition, it is often advisable to use a SSAC. These persons are often able to review the conclusions of the SSEB and provide a higher level point of view to the SSA. For example, the SSAC might be in a better position to explain the SSA how the life cycle of a particular FIP acquisition will mesh or conflict with other planned acquisitions. This type of information might be beyond the pure technical evaluation of the SSEB.

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#### Source Selection Evaluation Board (SSEB)

The SSEB is made up of carefully-selected specialists who are responsible for developing the source selection plan and for reviewing proposals in accordance with the source selection plan and the conditions stated in the RFP.

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#### Trail Boss

Unlike most acquisitions, the source selection for a FIP resource may also require you to interface with the Trail Boss. Briefly, the Trail Boss will be a senior individual who has executive level experience in both acquisition and FIP areas of expertise. Trail Bosses are often appointed for large, complex FIP resource acquisitions, such as modernization of information management systems. (See FIP Bulletin C-7 for details.)

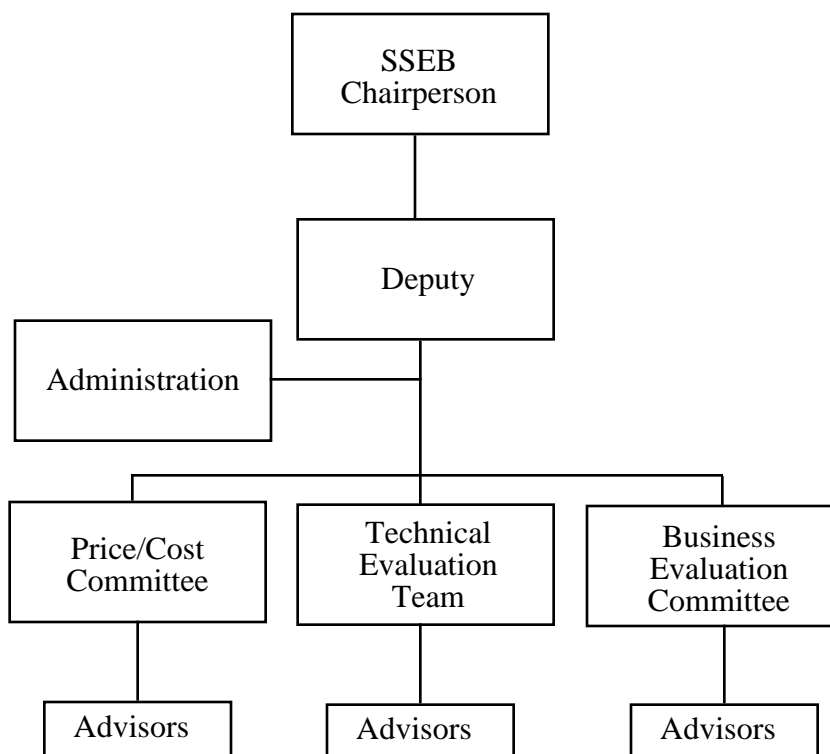
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## 38.1 Overview of Source Selection *(continued)*

### Source Selection Evaluation Board Organization

The following figure shows a “typical” source selection evaluation board organization for a formal acquisition. Keep in mind that the actual organization for a given acquisition may vary but the basic organization will be very similar to this one.



## 38.2 Source Selection Methodologies

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### Two Basic Approaches to Source Selection

As in other acquisitions, there are two basic approaches to source selection in a FIP resources acquisition. These are:

1. **Lowest Price - Technically Acceptable Proposal** - under this approach, all the evaluation factors, except price, are, in effect, evaluated on an “Go, No-Go” basis. This approach is appropriate for a FIP resources source selection when price is properly the deciding factor, once the technical acceptability of offers has been determined. “Go, No-Go” factors define a standard of comparison for FIP contract requirements which proposals either satisfy completely (“Go”) or fail to meet (“No-Go”).

For example, suppose you require a major FIP resource system integration. If you require offerors to have completed three major FIP systems integration projects (experience) as one of the evaluation factors, those who do NOT satisfy this standard are not technically acceptable and receive a “No-Go.” The remaining offerors are then evaluated on lowest price.

2. **“Best Value” Concept** - is an approach that is increasingly used in FIP resources acquisitions. This approach considers the appropriate balance of technical merit, management capability and cost factors for a specific requirement that will provide the “best value” to the Government. There may be a tradeoff of higher price for a better supply or service.

For example, you may be willing to pay a higher price for a FIP resources systems integration service because one offeror has consistently demonstrated superior past performance, even though that offeror’s price is higher than the competing offers.

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### Importance of the Technical Evaluation Factors

Of course, the technical evaluation factors that you choose are important in any acquisition. In a FIP resources Acquisition, the technical evaluation factors are essential. Although these factors will normally be written by technical experts in the agency or program office, you should review them to make sure they support the intent of the acquisition objectives.

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## 38.2 Source Selection Methodologies *(continued)*

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### Identifying Appropriate Factors

In any FIP resources source selection, a key task is the identification of appropriate factors for resources evaluation. Cost is *always* a factor, in source selection, but in a complex acquisition and in a “Best Value” acquisition, the technical evaluation factors take on more importance.

The technical evaluation factors are usually proposed by the requiring agency and listed in the Acquisition Plan. Before you include these in the Source Selection Plan, check to make sure that the proposed evaluation factors are in agreement with:

- FAR Parts 3 and 15;
  - the SOW and specifications from the Acquisition Plan; and
  - any special guidance from the SSA.
- 

### Consult Sample References

You might also consult references from various agencies to obtain information on which evaluation factors to use. The figure on the following page provides information on references from various agencies.

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*(continued on next page)*

## Sample References

<b>GSA</b>	<b>Transportation</b>	<b>Commerce</b>	<b>DOD</b>
<p>GSA Order ADM 2800.12D (Source Selection Procedures Handbook)</p> <p>Source Selection Procedures—Lessons Learned</p> <p>GSA Order, Committee management (ADM 5420.40D)</p> <p>Source Selection Evaluation Board Members</p> <p>Important Considerations for Source Selection of Federal Information Processing (FIP) Resources Using the Greatest Value Approach</p>	<p>Transportation Acquisition Regulation</p> <p>Transportation Acquisition Manual</p>	<p>Commerce Acquisition Manual (CAM)</p>	<p><b>DFARS</b> DFARS 219.705-2</p> <p><b>AIR FORCE</b></p> <p>AFFARS Appendix AA AFFARS Appendix BB AFR 12-50 Table 70-1</p> <p><b>NAVY</b></p> <p>Navy Acquisition Procedures Supplement Subpart 5215.6</p> <p>SCCNAVINST Handbook 4200.33</p> <p><b>DLA</b></p> <p>Buying Best Value Through Source Selection</p>

## 38.2 Source Selection Methodologies *(continued)*

### Predicting Appropriate Factors

Even if the evaluation factors have not been developed, it is possible, with some experience, to predict what the appropriate evaluation factors will be, and to predict which factors may be inappropriate.

***An evaluation factor will be appropriate if it clearly measures compliance with one of the requirements and is related to the SOW and specifications.***

For example, some computer systems, such as those in air traffic control, security, payroll preparation or other sensitive areas, must have very high availability rates (over 99.99%). Therefore, if one of the requirements is “High System Availability,” there must be an appropriate factor titled “High System Availability” and a standard to measure what is and is not high availability.

An appropriate standard for “High System Availability” might be “not less than 99.99% availability,” or “not more than one hour of malfunction, failure, or stoppage for each 1,000 hours of continuous operation.”

### Inappropriate Factors

On the other hand, if the factor does not clearly measure compliance with a requirement, it may not be appropriate. For example, if an agency is very concerned about obtaining the best qualified contractor personnel for on a FIP services acquisition, it might specify “Corporate Experience,” or “Demonstrated Experience” as an evaluation factor. However, neither of these really measures personnel qualifications as clearly as “Key Personnel.” Therefore, it would not be appropriate to use corporate experience as a factor if you are more concerned about the individual technical qualifications of personnel.

#### ***CAUTION***

Avoid using standards or evaluation factors which are too restrictive or “overspecify” the requirement. The use of evaluation factors or standards which are too restrictive may screen out potentially advantageous offerors.

Example - A very high availability rate (99.999%) may be appropriate for a computer used in air traffic control, but not for a computer used for ordinary desktop publishing.

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## 38.2 Source Selection Methodologies *(continued)*

### Relation to SOW and Specifications

*A technical evaluation factor is appropriate if it is related to the SOW and the specifications. The SOW and the specifications are the starting point in determining if the technical evaluation factors are appropriate.*

*Check to see that there is a standard to measure each technical or business factor, each subfactor and each element. For example, if one factor is to be “Past Performance in the Integration of Systems,” you must have a standard for measuring past contractor performance. You might do this by requiring examples of all project summaries concerning integration of systems by the offeror over the most recent two year period but you must explain how you will evaluate the project summaries.*

As the Contract Specialist, you must assure that standards have been developed for each factor and significant subfactor. The standard normally establishes the minimum acceptable level of compliance that must be offered for a factor, significant subfactor, or element to be considered acceptable. The standards are used to measure how well each offer meets, fails to meet, or exceeds, the requirements.

For example, if one factor is “Software Installation Plan,” then the standards must explain how the software installation plan will be evaluated, such as “compliance with agency installation milestones.”

The standards you establish for each FIP evaluation factor will be either “qualitative” or “quantitative.”

### Quantitative vs. Qualitative Standards

*A quantitative standard refers to terms of quantity or a measurement of quantity.*

In a FIP resources acquisition, a quantitative standard might involve an acquisition of new hardware, such as a high speed printer. In this hypothetical case, you are concerned with whether the printer speed meets, fails to meet, or exceeds the required speed (performance standard).

The following language describes this standard applied to a hypothetical factor called “Operating Speed.”

*“This standard is met when the printer will print 50 sheets per minute for a period of at least five (5) hours of continuous operation without shutdown or stoppage for cooling or other routine operator maintenance during an acceptance test.”*

## 38.2 Source Selection Methodologies *(continued)*

Quantitative vs.  
Qualitative  
Standards  
(continued)

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A printer that meets the operating speed required (a performance standard) could be awarded a rating of “Satisfactory” in the technical evaluation. A printer that fails to meet this standard could be awarded a rating of “Unsatisfactory,” and a printer that *exceeded* the standard might even be awarded a rating of “exceptional” under the Multiple Distinctions of Merit Rule.

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Qualitative  
Standards

A qualitative standard in a FIP resource acquisition refers to the quality or kind. It does not relate specifically to quantity.

The following language describes a qualitative standard applied to a hypothetical factor called “compliance with quality control program.”

*“This standard shall be met when the offeror provides evidence of a documented and functional Quality Control (QC) Program. The offeror’s QC program may be subject to a formal evaluation or random audit by this agency’s Office of Quality Assurance. This agency will use the ‘American National Standards Institute’s General Requirements for a Quality Control Program (Standard z1.8)’ to evaluate the offeror’s QC program.”*

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Questions To Ask

As you examine each evaluation factor, ask the following questions:

- Is this evaluation factor appropriate?
- Does this evaluation factor measure a requirement in the SOW or a specific performance or design specification?
- Is there a standard to explain how this requirement is met, not met, or exceeded?

If the answer to any one of these questions is “NO,” then the technical factor is probably not appropriate for the FIP acquisition and should be revised. Explain the specific shortcomings in the Summary Outline, for further discussion with the requiring agency technical personnel.

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## 38.2 Source Selection Methodologies *(continued)*

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### Document Decisions and Rationale for Source Selection

Whatever evaluation factors you use in the source selection for a FIP resource, be sure to fully document all questions, decisions and rationale on the forms provided for that purpose, so that a clear “paper trail” is established in the event the Government later has to defend the selection against a protest. Unfortunately, protests against source selection for FIP resources acquisitions have become frequent in recent years. (Note - See Chapter 45, “Protest Issues.”)

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### GSA Assistance Programs

Finally, if you need help before beginning the source selection plan, you are again reminded to call on the various GSA assistance programs which are administered by the Office of Technical Assistance. These various programs offer nonmandatory, reimbursable assistance, available through the Information Technology Fund.

However, you must be aware that these sources of assistance focus primarily on the planning phase of a FIP resources acquisition. If you must use one of these sources of assistance, do so before completing your source selection plan. *Once you have received proposals and selected a source, it may be too late to make the best use of the assistance they could have provided earlier.*

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### 38.3 Unique Considerations for a FIP Resources Source Selection

#### Introduction

This section discusses those considerations which are unique, or nearly unique, to the source selection process for a FIP resources requirement. Not all of these unique considerations will apply to every FIP resources acquisition, but a large or complex acquisition may require that you observe several or all of these considerations.

These unique considerations are shown in the following table.

<b>UNIQUE CONSIDERATIONS FOR A FIP RESOURCE SOURCE SELECTION</b>
<ul style="list-style-type: none"> <li>• Acceptance Criteria</li> <li>• Testing Criteria (Capability and Performance Validation)</li> <li>• Effectiveness Level</li> <li>• Past Performance</li> <li>• Trade-Offs</li> </ul>

#### Acceptance Criteria

FAR 46.101
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The first consideration, almost unique to a FIP resource acquisition, is the need for stringent **acceptance criteria**. The acceptance criteria are those criteria which the FIP resource must attain in order to be considered acceptable to the Government. At a minimum, this means compliance with the design and performance specifications, and meeting all the *mandatory* requirements.

In the case of FIP resources, the acceptance criteria often demand that the hardware, software, or telecommunications equipment operate together in an integrated fashion, after installation at the Government facility under “real world” normal operating conditions for an extended period of time, such as thirty days, before Government acceptance and payment.

For example, the acceptance criteria may require that a newly installed air traffic computer system operate for a minimum of thirty consecutive days with an availability rate of 99.999 percent. During this acceptance period, the *contractor is usually obligated to document and repair any faults and malfunctions*.

### 38.3 Unique Considerations for a FIP Resources Source Selection

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#### Development of Acceptance Criteria

The acceptance criteria are developed by technical experts in the requiring activity or program office, and usually included in several key documents, with names such as the validation plan, or acceptance plan or test plan. These plans may later become part of the acquisition plan and your source selection plan. The acceptance criteria also are explained in the solicitation. The offeror may also be required to explain in its proposal how it will meet the acceptance criteria. Usually, the acceptance criteria are applied during an acceptance period, or acceptance test period, *beginning immediately after the installation of the hardware or software by the contractor.*

Essentially, the acceptance criteria explain the standards which must be met before the Government will accept the supplies or services, and unless the acceptance is successful, the Government may withhold some or all payment. As a contract specialist, *you should fully understand the acceptance criteria that you will require the contractor to meet.*

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#### Exclude Nonmandatory Requirements

Remember, the acceptance criteria should demand compliance only with the mandatory requirements. The nonmandatory or “nice to have” features should NOT be incorporated into the acceptance criteria.

(Note - for a further discussion of acceptance, see Chapter 5, “*The System Life Cycle*,” and Chapter 12, “*Acquiring Software*.”)

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#### Testing Criteria

A second consideration that is virtually unique to FIP resources source selection is the use of **testing criteria**. These are the test criteria that will be applied to test the FIP supplies or services at any time, not just during acceptance testing. The testing criteria explain what will be tested, when, for how long, under what conditions and to what standards.

The acquisition plan, the solicitation, and the contract should specify the conditions under which the FIP resources equipment or services will be tested. Depending on the nature of the acquisition, the technical personnel may decide to use one or more of the three types of testing criteria as shown in the table on the next page.

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### 38.3 Unique Considerations for a FIP Resources Source Selection

(continued)

Types of Testing  
Criteria

TYPES OF TESTING CRITERIA	
<ul style="list-style-type: none"> <li>Contractor Certification - Normally reserved for compliance with design specifications, and for those specifications which cannot be tested without destruction or damage to equipment. The contractor certifies in writing that certain specifications have been met.</li> </ul> <p>Examples: Compliance with manufacturing standards, hardness and durability of metal frames, plastic housings, conductivity of the electrical wiring, power consumption.</p>	
<ul style="list-style-type: none"> <li>Factory Inspection Testing - Normally conducted at the contractor's facility, using contractor personnel and equipment to demonstrate compliance with performance specifications. Examples include demonstrations of components for new systems, and "benchmarking" of computers.</li> </ul>	
<ul style="list-style-type: none"> <li>Acceptance Testing - Normally conducted at the Government's facility, following installation by the contractor's personnel and a "shake down" period to discover any "bugs" (for software), or any malfunctions in the operating hardware. The equipment or service is normally required to be demonstrated under realistic, normal working conditions, often with Government staff performing the operations and usually for an extended calendar period, such as 30 consecutive days.</li> </ul> <p>Examples include sustained test of computers for sensitive matters such as requiring a 99.99% availability rate for air traffic control computers.</p>	

It is important that the testing criteria be appropriate for the purpose of the acquisition. In other words, the acceptance criteria influence the testing criteria for both capability and performance validation. In turn, the testing criteria also have a cost impact.

For example, compliance with design specifications and claims of capability, such as validity of the computer operator and maintenance manuals, can be obtained through *contractor certification*. The contractor can be required to deliver the manuals and to certify that they have been "validated" by testing.

(Topic continued on next page)

### 38.3 Unique Considerations for a FIP Resources Source Selection

(continued)

#### Testing Criteria (continued)

The manuals could then be examined by Government technical personnel without any need for visits to the contractor facility, or even without access to the equipment. Certification by the contractor is the cheapest method of testing, because there are minimum travel and labor costs for the Government.

On the other hand, if a critical aspect of the testing is a performance criterion, such as “Compatibility With Existing Equipment,” in an installed network for payroll or financial management, this can best be tested by a sustained performance test (30 or more days) at the Government’s facility. This type of testing is intended to discover any deficiencies or “bugs” that are not otherwise apparent.

The decision table on the following page shows how to determine what type of testing criteria may be appropriate in a given source selection.

#### Decision Table

Decision Table for Testing Criteria	
If...	Then...
<ul style="list-style-type: none"> <li>The testing criteria concern design specifications which cannot be validated without damage or destructive testing...</li> </ul>	<ul style="list-style-type: none"> <li><i>Contractor certification</i> is probably the most appropriate.</li> </ul>
<ul style="list-style-type: none"> <li>The testing criteria involve a one time demonstration using contractor equipment and personnel...</li> </ul>	<ul style="list-style-type: none"> <li><i>on-site testing at the contractor’s facility</i> is probably the most appropriate.</li> </ul>
<ul style="list-style-type: none"> <li>The testing criteria require evidence of sustained, successful performance or high reliability under normal operating conditions...</li> </ul>	<ul style="list-style-type: none"> <li><i>Sustained performance and capability testing</i> after installation at the Government facility is probably the most appropriate.</li> </ul>

### 38.3 Unique Considerations for a FIP Resources Source Selection

(continued)

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#### Effectiveness Level

Another consideration somewhat unique to a FIP resource acquisition is the *effectiveness level*. Typically, the source selection for a FIP resources will include some quantitative and qualitative measurement of the effectiveness level. This can include measurement of FIP resources performance, such as speed, or capacity, reliability-availability-maintainability (RAM) or other such measures of overall effectiveness, which can be evaluated by technical experts.

As a part of the evaluation, the Government may award extra credit or weight to a FIP item which exceeds the desired minimum level of effectiveness. For example, if the Government specifies a requirement for a printer to print 1,000 pages per hour, a printer that does 2,000 pages per hour might be awarded extra credit.

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#### Past Performance

Another consideration (not unique to a FIP resources source selection) is the emphasis on evaluation of *past performance* in the offeror's management plan. This is typically one of the major evaluation factors you will consider in a FIP resources source selection. In some cases, such as selecting a systems integrator, it may be the most important single evaluation factor, more important than either cost or technical approach.

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#### Past Performance vs. High Risk

The reason that you should emphasize past performance is because there is sometimes a high risk that the Government will not achieve all acquisition objectives in a complex FIP resource acquisition. The technology can be quite complex, is advancing very rapidly, and may require difficult integration of products and services by different offerors (who may be in competition).

You can reduce (but not totally eliminate) some of the risk by making past performance one of the major evaluation factors in source selection, and requiring the offerors to submit evidence of successful past performance on identical or similar projects within the past several years, in the form of detailed project summaries. You can specify the format for these project summaries to obtain the type of information you need to determine past performance.

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### 38.3 Unique Considerations for a FIP Resources Source Selection

(continued)

Example of RFP  
Language for Past  
Performance

The example below shows the type of language that you might insert into an RFP to alert the offerors to the relative importance or priority of “past performance” or “experience” in a FIP resource acquisition.

***Priority Statement:***

*“The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government, cost or price and technical factors listed below considered. For this solicitation, technical quality is more important than cost or price. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important.*

*The technical evaluation factors are listed below in descending order of importance:*

- (1) Past Performance on similar contracts.*
- (2) Management Approach.*
- (3) Key Personnel.”*

Project Summaries  
for Past  
Performance

Usually, in a FIP resources acquisition, you will require the offerors to submit project summaries as evidence of successful project experience on the same or similar projects. Generally, experience on projects older than 3-5 years may be of very limited value, because the technology is advancing so rapidly, so you should usually limit your request for project summaries to the recent past.

Overemphasis on  
Past Performance

However, you must be aware that too much emphasis on past performance can be unduly restrictive, possibly limiting the competition and shutting out innovation, especially by smaller or less experienced offerors. This is one of the factors to consider among the tradeoffs.

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### 38.3 Unique Considerations for a FIP Resources Source Selection

(continued)

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#### Tradeoffs

Finally, another nearly unique consideration in a FIP resources source selection is the requirement to establish and understand the available *tradeoffs*. It is sometimes impossible for the Government to obtain every one of the acquisition objectives in a given FIP resources acquisition, and it becomes essential in the source selection that you establish the tradeoffs that you are willing to make to attain the most important objectives.

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#### Examples of Tradeoffs

For example, one offeror may have an impressive record of successful past performance, and lower life cycle costs for a computer system, while another offers greater expandability and performance, but at much higher price. Unless you have established and documented the tradeoffs, you will not be able to explain the possible tradeoffs, nor could you recommend the most advantageous source to the Source Selection Authority.

In order to establish the relationship among the tradeoffs, you must determine in advance which of the acquisition objectives (or which combination of objectives) are the most important, which are next most important, and so on down the list of acquisition objectives. In other words, you must rank order the FIP resources acquisition objectives and their relationships to each of the other objectives.

For example, if “risk avoidance” or “risk assessment” is the most important consideration, then you should check to see that a very high weight on past performance is assigned as one of the evaluation factors. If it isn’t, you should bring this to the attention of the evaluators so they can rewrite the technical factors. You should also understand how much in added cost or other technical factors you are willing to trade off in order to attain the objective of lower risk.

Or, if there are many qualified offerors and risk is not as important as “ease of use,” “lowest life cycle cost,” or other factors, then the evaluators should have assigned relatively lower weights to factors such as past performance and relatively higher weights to other factors which are more important to the higher ranked acquisition objectives. Whatever you determine are the most important acquisition objectives, you should *document the tradeoffs as part of your acquisition planning*, and include the tradeoffs in your source selection plan. During the course of a long or complex FIP resources acquisition, you should review these tradeoffs, because the emphasis may change, as a result of new technology or other factors, and you may wish to change your tradeoffs before negotiation.

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## 38.4 The Source Selection Plan

### Preparing the Source Selection Plan

As a contract specialist, you may have to prepare the Source Selection Plan. The Source Selection Plan can be a very detailed document, depending on the size and complexity of the FIP resources acquisition. In order to help you the following outline is provided.

#### SOURCE SELECTION PLAN OUTLINE

Source Selection of \_\_\_\_\_

1. Description of property or service to be acquired.
2. Description of organizational structure, including:
  - (a) The duties of the SSA
  - (b) The duties of the SSEB.
3. Proposed presolicitation activities.
4. A summary of the acquisition strategy.
5. A statement of the proposed evaluation factors including technical/business management and price or cost, and their relative importance.
6. A description of the evaluation process, methodology, and techniques to be used, including evaluation standards.
7. A schedule of significant milestones, such as:
  - Release of the RFP
  - Date Proposals due
  - Evaluation Starts
  - Evaluation Completed
  - Competitive range determination
  - Discussions
  - BAFOs
  - SSEB Briefs SSA on Findings and Evaluation
  - SSA Decision Due
  - Contract Review
  - Execution/Award
8. A conflict of interest form
9. Procurement Integrity Certificates
10. Non-disclosure forms
11. Provision for a secure meeting place.

*(continued on next page)*

## 38.4 The Source Selection Plan *(continued)*

### Overview of Source Selection Plan Contents

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Make sure that the SSP contains the following:

- A clear and concise description of the supply or service to be acquired. Remember that the description must be consistent with the acquisition plan; including the scope estimated contract dollar amount, and period of performance.
- A description of the source selection evaluation and organization structure.
- An organizational chart showing the relationships among the SSA, SSEB, contracting officer and any other key participants, their duties and responsibilities and names. You can also use a flow chart or matrix table for this purpose.
- A summary of the acquisition strategy including the type of contract (i.e. FFP, CPFF, CPI, etc.) and any special features to be included in the contract. Also include a brief rationale as to why this acquisition strategy is recommended.
- A statement of the evaluation factors and subfactors, their relative importance to one another, a description and standards for evaluation of each factor, and method of evaluation, i.e., by score, adjective rating, color coding, etc. (You develop this information when you create the evaluation criteria.)
- A description of the evaluation process, methodology, and techniques to be used, (i.e., “best value” or “lowest acceptable price”), manner by which the evaluators will express judgments and the standard for assigning each judgment (numerically, adjectivally or some combination). If you conclude that you will require non-Government evaluators, provide full justification.
- A milestone schedule.

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*(continued on next page)*

### 38.4 The Source Selection Plan *(continued)*

#### Approval by SSA

Once the SSP is completed, it must be approved by the SSA. The urgency and complexity of the procurement, and the lead times involved, may require considerable work.

This may include one or more briefings on the work in progress of the SSP (prior to completion) for the SSA. In particular, you should notify the SSA if you are having difficulty developing the evaluation factors or obtaining access to technical experts, such as outside advisors.

#### Incorporating the Source Selection Plan in the RFP

It is important for certain key information from the source selection plan to be incorporated into sections L and M of the Request for Proposals (RFP). It is more important to remember that the evaluation conducted **MUST** be consistent with the evaluation information contained in the RFP in sections L and M. Therefore, the source selection plan and information incorporated into sections L and M **MUST** be consistent for evaluation purposes. The elements of the SSP which you **MUST** incorporate are:

- A clear, concise description of the supply or services required by the Government.
- The type of contract (FFP, CPFF, CPI, T&M or other).
- The evaluation process, including an explanation of either the "greatest value" or "lowest cost" approach.
- Evaluation factors and subfactors. This includes both qualitative and quantitative factors, usually explained in descending order of importance.
- Pricing information (unless there is no cost to the Government).
- Instructions to the offeror on preparing, formatting, packaging and submission.

#### Incorporate into Section L

You **MUST** explain in Section L of the RFP:

- the methods by which the offerors will submit their proposals
- the requirements to specifically address those areas that you will evaluate and score or rate during source selection

### 38.4 The Source Selection Plan *(continued)*

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Incorporate into  
Section M

You **MUST** explain in Section M of the RFP the relative importance of the evaluation factors and significant subfactors, including:

- price or cost.
- technical (including business and management).

In Section M, you are **NOT** required to disclose the actual weights that will be used for ranking the factors, but you **MUST** use language that will properly inform offerors of the evaluation factors and significant subfactors for the award and the way the source selection will be made. Remember disclosing any weights is **NOT** prohibited; however, it is **NOT** recommended. If you want good proposals you should give the offerors some indication of which factors are more important than others so they can propose accordingly. Our objective is to get a quality commodity or service for the Government, **NOT** to make the offerors have to guess at what we want. Therefore, your evaluation criteria must be clearly presented in Section M.

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## **SUMMARY**

In this chapter, you learned to predict the appropriate technical factors for inclusion into the RFP (sections C, L, M). The next chapter covers technical evaluation for a FIP resources acquisition.

## CHAPTER 39

# DEVELOPMENT OF A SOLICITATION FOR FIP RESOURCES

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### Chapter Vignette

*“What about the actual development of the solicitation for a FIP resources acquisition?” asked Mark. “Is that process different in any way for a FIP resources acquisition?”*

*“Well,” Marcia replied, “there are certainly many similarities, but there are some different areas of emphasis that you should remember. You will recall that FIP resources acquisition is governed by a different set of regulations and can have different sources of funding. You also learned that licensing rights can be critical, especially for software. These are all factors to keep in mind as you develop a solicitation. Recently, many of the Government’s FIP resources acquisitions have ended in protest actions, sometimes because of oversights in the preparation of the solicitation. So you must be careful to develop the solicitation to make the evaluation and the rest of the acquisition as smooth as possible.”*

### **Course Learning Objectives**

At the end of this chapter, you will be able to:

#### **Overall:**

Construct and analyze a solicitation which incorporates all required clauses and provisions for a FIP resources acquisition.

#### **Individual:**

- 39.1 Generalize the differences between a FIP resources solicitation and other commodity solicitations.
- 39.2 Itemize and apply the unique areas to be covered in a FIP resources solicitation.
- 39.3 Explain how to determine whether or not to require offerors to also submit financing plans for selected financing strategy.
- 39.4 Apply the Standard Solicitation Document to generate a FIP resources solicitation.

## Chapter Overview

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### Scope

This chapter explains how to construct and analyze a solicitation which incorporates all required clauses and provisions for a FIP resources acquisition. It discusses the differences in preparing a solicitation for FIP resources, including some unique areas, compared with a solicitation for other commodities. It also discusses how to determine whether to require offerors to submit financing plans with their proposals, and how to use the Standard Solicitation Documents to develop a solicitation.

As a contract specialist, you may often be responsible for developing or assembling a solicitation for FIP resources. You will find that there are many similarities, but some differences, in the development of the solicitation.

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### Topics in This Chapter

This chapter includes the following topics:

SECTION	TITLE	PAGE
39.1	Differences in Developing a FIP Resources Acquisition Solicitation	39-5
39.2	Unique Areas Covered in a FIP Resources Acquisition	39-16
39.3	Requiring Offerors to Submit Financing Plans	39-18
39.4	Applying Standard Solicitation Documents to a FIP Resources Solicitation	39-19
39.5	Solicitation Checklist for FIP Resources	39-20

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*(continued on next page)*

## Chapter Overview *(continued)*

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### References

In order to perform the tasks discussed in this chapter, you would normally have access to the following documents and references during development of a solicitation:

- The GSA Guides for FIP Resources Acquisition
  - The FAR, especially 7.304, 10, 12, 15.406-2(a), 15.406-2(c), 15.406-2(d), 15.406-2(e), 15.406-2(f), 15.406-2(h), 15.406-3, 15.406-5(a), 15.406-5(b), 37.205(b), 46, 52.202-1, 52.203-1, 52.203-2, 52.203-3, 52.203-4, 52.203-5, 52.203-9, 52.203-11, 52.204-3, 52.207-4, 52.209-5, 52.210-3, 52.215-9, 52.215-11, 52.215-19, 52.215-20, 52.232-5, 52.222-42, 52.216-1, 52.216-22, 52.217-9, 52.219-1, 52.219-3, 52.220-1, 52.222-19, 52.222-21, 52.222-22, 52.222-25, 52.222-26, 52.222-28, 52.223-1, 52.223-5, 52.225-1, 52.225-8, 52.225-9, 52.225-12, 52.227-6, 52.227-15, 52.230-1, 52.232-25, 52.232-28, 52.252-1, 52.252-2, 53.301-33, 53.301-1447,
  - The FIRMR, especially 201-39.1701-8(c), 201-39.5202-6
  - The DFARS, especially 237.205-71, 212, 246, 252.219-7005, 252.225-7000, 252-225-7001, 252.227-7028, 252.270-7002, 252.270-7006 and 352
  - Federal Information Processing Standards
  - Standard Solicitation Document (SSD)
-

### 39.1 Differences in Developing a FIP Resources Acquisition Solicitation

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Background	<p>This section discusses the differences in developing a solicitation for a FIP resources acquisition compared to the solicitations that you will prepare for most other commodities. At this point, you should already be familiar with the process for developing solicitations, including the various clauses and sections of the solicitation.</p> <p>This section briefly reviews the process which is part of developing the solicitation, with <i>emphasis on the responsibilities of the contract specialist</i> to ensure the solicitation is complete and includes all the necessary information.</p>
Goals of the Solicitation	<p>A well-developed solicitation accomplishes several goals:</p> <ol style="list-style-type: none"> <li>1. It announces the rules for competition in the acquisition, including stating the time and place for receipt of proposals and the information to be provided by the offerors;</li> <li>2. It announces the specifications for the product or services; and</li> <li>3. It explains the terms and conditions, including the responsibilities of both the Government and the contractor, including the description of the tasks to be done at a specific price and time of delivery.</li> </ol>
Definitions	<p>For the purposes of this chapter, <i>a solicitation is any method of soliciting offers from prospective vendors to provide goods or services</i>. A solicitation may be an Invitation for Bid (IFB) or a Request for Proposal (RFP). The emphasis in this chapter is on the RFP. A RFP is a method of soliciting offers where the Government requests offers and both the technical and cost proposals may be negotiated.</p> <p>At present, nearly all solicitations are paper documents. However, you should be aware that the use of electronic commerce (EC) and electronic data interchange (EDI) is growing rapidly. A growing percentage of solicitation development will be electronic and automated, especially for simplified acquisition procedures. Although EC and EDI are beyond the scope of this text/reference, you should be aware that they may soon change the way you prepare and exchange acquisition documents with vendors.</p>

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### 39.1 Differences in Developing a FIP Resources Acquisition Solicitation *(continued)*

**Solicitation Format** Of course, the format that you will use to develop a solicitation for FIP resources is essentially the same as a solicitation for any other commodity, but some of the specific contents may differ. You will still be responsible to develop or assemble the sections shown in the following table. Note that the RFP format parallels the Uniform Contract Format (UCF).

<b>SECTIONS OF THE SOLICITATION DOCUMENT</b>	
<i>PART I - THE SCHEDULE</i>	
<ul style="list-style-type: none"> <li>• SECTION A - SOLICITATION/CONTRACT FORM</li> <li>• SECTION B - SUPPLIES OR SERVICES AND PRICES AND COSTS</li> <li>• SECTION C -DESCRIPTION/SPECIFICATIONS/WORK STATEMENT</li> <li>• SECTION D - PACKAGING AND MARKING</li> <li>• SECTION E - INSPECTION AND ACCEPTANCE</li> <li>• SECTION F - DELIVERIES OR PERFORMANCE</li> <li>• SECTION G - CONTRACT ADMINISTRATION DATA</li> <li>• SECTION H - SPECIAL CONTRACT REQUIREMENTS</li> </ul>	
<i>PART II - CONTRACT CLAUSES</i>	
<ul style="list-style-type: none"> <li>• SECTION I - CONTRACT CLAUSES</li> </ul>	
<i>PART III- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</i>	
<ul style="list-style-type: none"> <li>• SECTION J - LIST OF ATTACHMENTS</li> </ul>	
<i>PART IV- REPRESENTATIONS AND INSTRUCTIONS</i>	
<ul style="list-style-type: none"> <li>• SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS, OR QUOTAS</li> <li>• SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTAS</li> <li>• SECTION M - EVALUATION FACTORS FOR AWARD</li> </ul>	

*(continued on next page)*

### 39.1 Differences in Developing a FIP Resources Acquisition Solicitation *(continued)*

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#### Use of Automated Programs for Preparing Solicitations

In recent years, several commercial firms have marketed computer software designed to simplify and speed up the process of developing a solicitation. These computer programs can automatically format the solicitation, eliminating much of the typing, so you can concentrate on selecting the appropriate content. A major feature of these programs is the ability to select and “paste in” common or frequently-used clauses, so-called “boilerplate,” in the solicitation. This can be an important time saver in the preparation of a complex solicitation with many clauses that you wish to incorporate by reference.

Although the Federal Government does not specifically endorse any one brand name of software for this purpose, the use of such software is spreading throughout many agencies and you should determine whether your agency uses such software. However, you may already know how to use the Automated Procurement Document System (APDS), or the Standard Solicitation Documents (SSDs) discussed in Section 39.4 of this text/reference. These are available for use throughout the Federal Government.

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#### Using the FAR Matrix to Identify Provisions and Contract Clauses

As you proceed to develop each section of the solicitation, you must be aware of the requirement to incorporate and tailor any clauses, as required, to explain the requirement to the offerors. *You should check the matrix in FAR Part 52. It will help you to identify those provisions and clauses which are either required, required when applicable, or optional for inclusion*, by type of contract.

For example, the matrix will show you that if you are considering a clause on liquidated damages for a fixed price FIP services contract, it is optional to incorporate by reference the provisions of the clause according to FAR 12.204(a). Also check FAR Part 52 and DFARS Part 252 for instructions and information on using specific provisions and contract clauses.

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### 39.1 Differences in Developing a FIP Resources Acquisition Solicitation *(continued)*

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Differences in  
Section A

FAR 53.301-33 FAR 53.301-1447 FAR 15.406-2(a)
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The purpose of Section A, Solicitation Contract Form, is to announce the solicitation (or an amendment to an earlier solicitation), and offerors' bids and acceptance of a solicitation. Section A of the RFP is printed on Standard Form 33. *There are no major differences in preparing Section A for a FIP resources solicitation, or for any other type of commodity.*

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Differences in  
Section B

FAR 15.406-2(b)
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The purpose of Section B, Supplies or Services and Prices/Costs, is to provide a summary of all supplies and/or services to be acquired, and the quantities. Section B contains tables to be completed by the offerors. The tables can be structured differently, depending on the requirements and how the Government expects to evaluate the Cost Proposals. For example, if you require FIP maintenance in different increments, you can specify a Contract Line Item Number (CLIN) for maintenance (per call), maintenance (per hour), maintenance (per week), maintenance (per year), depending on the agency's requirements. *There are no other major differences in preparing Section B for a FIP resources solicitation.*

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### 39.1 Differences in Developing a FIP Resources Acquisition Solicitation *(continued)*

#### Differences in Section C

FAR 10
FAR 15.406-2(c)
FAR 7.304
FAR 37.205(b)
DFARS 237.205-71

The purpose of Section C, Description/Specification/Work Statement, is to specify all mandatory requirements, evaluated optional features, and subjective technical factors required. You may specify requirements for FIP hardware, software, maintenance, telecommunications and/or FIP services or support services. You may state the requirements in functional terms, performance terms, or as “brand name or equal” or “specific make & model,” if justified. You may also use any combination of these specifications in one solicitation.

*In Section C for a FIP resources acquisition, there are some important differences and areas of emphasis.* You will obtain the requirements for this section from the technical staff members. For example, here you might mention those requirements that are essentially unique to a FIP resources acquisition, such as:

- hardware requirements
- software requirements
- telecommunications requirements
- system management and security requirements
- system expandability requirements
- data handling requirements
- system reliability and availability requirements
- technology substitution or technology insertion
- software conversion
- maintenance

#### Differences in Section D

FAR 10.004(e)
FAR 15.406-2(d)

The purpose of Section D, Packaging and Marking, is to provide specific guidance to offerors on how to package, mark and preserve the supplies provided to the Government. Normally, the standard types of packaging and marking used by commercial companies are sufficient and acceptable for the Government delivery of FIP resources, such as hardware. *Unless there are some special requirements for packaging, there are no major differences in preparing Section D.*

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### 39.1 Differences in Developing a FIP Resources Acquisition Solicitation *(continued)*

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Differences in  
Section E

FAR 15.406-2(e) FAR 46 DFARS 246
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The purpose of Section E, Inspection and Acceptance, is to provide specific guidance on the inspection, acceptance, quality assurance and reliability requirements of the acquisition. It defines the responsibilities of both the Government and the contractor. *This is another section where there may be several major differences .*

For example, in this section you might have to explain in detail the requirements for acceptance testing for hardware, software or an integrated system. If the requirement was for “compatibility-limited” hardware or software, this section might contain a description of how the compatibility-limited items would be tested. For very complex systems, there may even be a detailed acceptance plan that would be referenced in this section, including a requirement for the contractor to correct any discrepancies noted during acceptance testing.

---

Differences in  
Section F

FAR 12 FAR 15.406-2(f) DFARS 212
--

The purpose of Section F, Deliveries or Performance, is to provide information on the delivery or performance. Typically, for a FIP resources acquisition, this section might include information such as:

- term of the contract
- technology substitution
- major field modifications
- relocation of equipment
- transportation of equipment
- delivery requirements
- place of performance
- paid holidays
- time of delivery

*This is another section where there may be some major differences.*

For example, in this section you might have to explain in detail the requirements for technology substitution and liquidated damages for maintenance. These requirements are common to FIP resources acquisitions.

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### 39.1 Differences in Developing a FIP Resources Acquisition Solicitation *(continued)*

#### Differences in Section G

FAR 15.406(g)

The purpose of Section G, Contract Administration Data, is to provide instructions on how the contract will be administered. Section G announces the Contracting Officer and the Contracting Officer's Technical Representative's names, addresses and responsibilities, along with contract administration information, payment information (such as due date), interest on overdue payments, and method of payment.

*There are no major differences between this section in a FIP resources solicitation and in the solicitation for other commodities.*

#### Differences Section H

FAR 15.406-2(h)

The purpose of Section H, Special Contract Requirements, is to clearly state the special clauses which are required, but which may not have been included in Section I. For example, you might include the following special provisions in Section H:

- Price guarantees;
- Ordering (e.g., when or how supplies or services are to be furnished;
- Options (e.g., increased quantity requirements);
- Terms of the contract;
- Maintenance credits;
- Insurance;
- Alterations and attachments to equipment;
- Contractor-furnished software (i.e., additional information or instructions pertaining to Section C);
- Warranty exclusion and limitation of damages;
- Commitments and warranties;
- Government-provided support;
- New releases;

*(Topic continued on next page)*

### 39.1 Differences in Developing a FIP Resources Acquisition Solicitation *(continued)*

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Differences  
Section H  
(continued)

- New material requirement;
- Substitutions and additions;
- Rights in technical data and computer software;
- Liquidated damages for hardware and software;
- Maintenance;
- Guarantee of purchased equipment
- Effective date of maintenance;
- Relocation of leased software and hardware;
- Replacement of leased equipment;
- Training (e.g., support and administration).

*As you can see from this list of provisions, Section H for a FIP resources solicitation can differ significantly from the same section in a solicitation for other commodities.*

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Differences in  
Section I

FAR 15.406-3 FAR Part 52 DFARS Part 252
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The purpose of Section I, Contract Clauses, is to identify the clauses required by the FAR that are not included in any other sections. These may include any of the following:

- Definitions (FAR 52.202-1);
- Officials not to benefit (FAR 52.203-1);
- Gratuities (FAR 52.203-3);
- Covenant against contingent fee (FAR 52.203-5);
- Indefinite quantity (FAR 52.216-22);
- Equal opportunity (FAR 52.222-26);
- Clearance of subcontract (FAR 52.222-28);
- Prompt payment (FAR 52.232-25).

*Section I for a FIP resources solicitation is not substantially different from the same section for any other commodity.*

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### 39.1 Differences in Developing a FIP Resources Acquisition Solicitation *(continued)*

#### Differences in Section J

FAR 15.406-4,  
Part III

The purpose of Section J, List of Attachments, is provide to the offerors the attachments necessary to prepare a proposal. For example, if any documents are referenced in the solicitation, you should attach them to the solicitation, or provide them for reference at an announced location. In this section, you should include:

- a list of acronyms; and
- a listing of the applicable standards from the *Federal ADP and Telecommunications Standards Index*
- Site locations
- CDRLS/DIDS

For each reference, you should state the title, date, and number of pages, in accordance with FAR 15.406.

Since this section must contain the specific references that apply to the particular solicitation, *this section in a FIP resources solicitation can differ greatly from the solicitation for other commodities.*

#### Differences in Section K

FAR 15.406-5(a)

The purpose of Section K, Representation, Certifications, and Other Statements of Offerors or Quoters, is to identify any provisions of the solicitation that require representations, certifications, or the submission of additional information by the offerors. For example, in this section, you might include:

- Preference for labor surplus area concerns (FAR 52.220-1);
- Walsh-Healey Public Contracts Act Representation (FAR 52.222-19);
- Certification for Nonsegregated Facilities (FAR 52.222-21);
- Previous Contracts and Compliance Reports (FAR 52.222-22);
- Affirmative Action Compliance (FAR 52.222-25)
- Clean Air and Water Certification (FAR 52.223-1);
- Certification Regarding a Drug-Free Work Place (FAR 52.223-5);
- Buy American Certificate (FAR 52.225-1)

*(Topic continued on next page)*

### 39.1 Differences in Developing a FIP Resources Acquisition Solicitation *(continued)*

Differences in  
Section K  
(continued)

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*The development of Section K for a FIP resources solicitation is not generally different than that for any other commodity.* However, in this section, you must be sure to explain factors such as royalty information (FAR 52.227-6); representation of limited rights data and restricted computer software (FAR 52.227-15); and requirements for technical data certification (DFARS 252.227-7028) if they apply to the acquisition.

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Differences in  
Section L

FAR 15.406-5(b)

The purpose of Section L, Instructions, Conditions, and Notice To Offerors or Quotes, is to provide to the offerors guidance on preparing and submitting the proposal, such as:

- Point of Contact - Contracting officer
- Number of volumes;
- Page limitations;
- Specific formats (such as 12 point Times Roman, double spaced);
- Outline of the technical proposals;
- Type and size of paper;
- Type of binding;
- Electronic format if necessary.

Note that in a complex FIPS resources acquisition, there may be as many as five different volumes required from the offerors:

- Volume I - Technical Proposal;
- Volume II - Business and Management Proposal;
- Volume III - Cost Proposal;
- Volume IV - Small Business and Small Disadvantaged Business and Women-owned Business Subcontracting Plan;
- Volume V - Reference Documents

Any Live Test Demonstrations (LTDs) should be required in this section.

*The development of Section L for a FIP resources solicitation is not essentially different than in a solicitation for other commodities.*

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### 39.1 Differences in Developing a FIP Resources Acquisition Solicitation *(continued)*

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Differences in  
Section M

FAR 15.406-5(c)
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The purpose of Section M, Evaluation Factors for Award, is to provide to the offerors the information on how the Government intends to evaluate the proposals and select the most advantageous offer. This section should include the evaluation factors, subfactors, method of evaluation, relative weights assigned, and other evaluation criteria.

*The development of Section M for a FIPS resources solicitation is essentially the same as for any other commodity.*

Reminder:

It is imperative that you list and explain evaluation factors carefully. There have been major problems in FIP acquisitions due to the lack of clear explanation of evaluation factors. This in turn results in elongated procurement leadtime, vendor confusion with regard to how proposals will be evaluated and possible Government loss of protests due to ambiguities in the RFP. In addition, lack of clear delineation of evaluation factors will lead to a disjointed and ineffective evaluation process.

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## 39.2 Unique Areas Covered in a FIP Resources Acquisition

### Unique Areas

As you have seen, there are many similarities in developing a FIP resources solicitation and a solicitation for any other commodity. However, as shown in the previous section, there are substantial differences in some sections. The following table summarizes the sections and areas that are unique, or nearly unique, to the FIP resources solicitation, and the areas you should especially note in the development of the solicitation.

Section B - Supplies or Services and Prices/Costs	Note especially the maintenance requirements that should be specified
Section C - Description/Specification/Work Statement	Note the specific requirements for hardware, software, telecommunications, data handling and other requirements that are unique to FIP resources acquisitions
Section E - Inspection and Acceptance	Note especially the requirements for acceptance testing for hardware, software and/or an integrated system (usually in accordance with a test plan or acceptance plan)
Section F - Deliveries or Performance	Note especially those areas that are nearly unique to FIP resources, such as technology substitution, major field modifications, and liquidated damages
Section H - Special Contract Requirements	Note especially those areas which are nearly unique to FIP resources, such as maintenance credits, contractor-furnished software, warranty exclusion and limitation of damages, rights in technical data and computer software, liquidated damages for hardware and software, maintenance relocation of leased hardware and software and training.
Section J - List of Attachments	Note especially to include a list of acronyms, applicable standards, site locations, and CDRLS/DIDS
Section K - Representations, Certifications, and Other Statements of Offerors or Quoters	Note especially the requirements for royalty information, representation of limited rights data and restricted computer software

For each of these sections, you should be particularly careful to select any necessary clauses, descriptions or explanations that will explain fully the Government's requirements.

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## 39.2 Unique Areas Covered in a FIP Resources Acquisition *(continued)*

### Examples of Unique Clauses

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The following are examples of FIRMR references for instructions on using provisions and clauses unique to FIP resources acquisitions in solicitations and contracts.

- 201-39.5202-1 FIRMR Applicability
  - 201-39.5202-2 Availability of the “Federal ADP and Telecommunications Standards Index.”
  - 201-39.5202-3 Procurement Authority
  - 201-39.5202-4 Evaluation of Options—FIP Resources
  - 201-39.5202-5 Privacy or Security Safeguards
  - 201-39.5202-6 Warranty Exclusion and Limitation of Damage
-

### 39.3 Requiring Offerors to Submit Financing Plans

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#### Financing Plans

This section discusses whether to require financing plans from offerors in a FIP resources proposal. You will find that in some cases, it may be necessary in the solicitation to require offerors to submit financing plans with their proposals. This can happen in those large scale acquisitions where there may be a requirement for the contractor to spend a large amount of money before any Government payment, notwithstanding the Prompt Payment Act.

As part of the overall acquisition strategy, you must determine how the acquisition will be financed. The financing strategy will depend on the many price-related factors, the size of the acquisition and the overall anticipated costs. In many cases, the development costs may be moderate and most, or many, of the system components will be commercial off-the-shelf items, for which the costs and rate of spending can be well established. On the other hand, in some FIP resources acquisitions, there may be considerable costs, such as research and development costs. In such acquisitions, a prime contractor may have to expend millions of dollars to complete feasibility studies, preliminary or advanced studies, design the system and subsystems, and begin construction or installation.

In such cases, there can be a risk to the Government's acquisition goals if the contractor does not have sufficient financial resources to begin and continue work. Of course, some projects can be so expensive that it is not reasonable to expect that a contractor will be able to complete the work without borrowing money, while awaiting Government payments. Therefore, in order to minimize the risk of interruptions caused by lack of funding, *you may require the offerors to submit a financing plan as part of the business and management plan*, to indicate that they are responsible offerors with the financial resources required to maintain a sustained effort.

Typically, the financing plan will be submitted as part of the business and management plan and will explain the anticipated level of expenditures and the sources of funding the offeror expects to use, such as commercial loans from banks. It may also include letters signed by officers of banks, such as bank presidents or chief loan officers, attesting to their willingness to loan necessary funds to the offeror specifically for the project.

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### 39.4 Applying Standard Solicitation Documents to a FIP Resources Solicitation

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Standard  
Solicitation  
Documents

This section discusses the application of the Standard Solicitation Documents (SSDs) in the development of a FIP resources solicitation. The SSDs are a series of sample documents published by GSA that have proven useful in the development of solicitations for FIP resources. The SSDs are intended to facilitate the development of FIP resources solicitations and provide some uniformity in competitive acquisitions. They contain sample language that you may find useful in developing a solicitation, whether for hardware, software, services, support services, or telecommunications. If you are required to develop a FIP resources solicitation, it is recommended that you check the SSDs to determine if the documents therein can be applied to your solicitation.

SSDs are periodically updated and are currently available on a series of high density (HD) computer diskettes formatted for WordPerfect and are available on CD-ROM from the "Government Printing Office."

If you wish to obtain further information on the use of SSDs, contact:

General Services Administration (KMR)  
Room 3224  
18th and F Streets, NW  
Washington, DC 20405

You can also call (Commercial or FTS) (202) 501-3194.

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### 39.5 Solicitation Checklist for FIP Resources

The following is a checklist for use in preparation of FIP resource solicitations. It is NOT all-inclusive, but contains the major topics that should be addressed.

	Have the required and applicable studies, analyses, and justifications been completed? Check the following.
_____	Determination of need and requirements analysis (FIRM Part 201-20)
_____	Analysis of Alternatives
_____	Documentation to support value placed on evaluated optional features and on other technical and contractual evaluation factors to be used
_____	Justifications for compatibility limited requirements (FIRM 201-20.103-4)
_____	Justifications for specific make and model or procurements involving other than full and open competition (FIRM 201-20.103-5)
_____	Software conversion studies (FIRM 201-21.5, 201-20.203-4, and FIRM Bulletin C-14)
_____	Have the Privacy Act requirements in FIRM 201-21.3 been met?
_____	Have the requirements for sharing in FIRM 201-21.4 and the reutilization program in FIRM Part 201-23 been met?
_____	Can established commercial sources be used?
_____	Is there a clear and unambiguous description of the supplies or services to be procured?
_____	Have specifications been developed according to governing policy guidance? (Where to find current governing policy)
_____	Have computer security requirements been incorporated into the specifications?
_____	If there are unusual or limiting features in the solicitation document, are they clearly stated?
_____	Are all applicable standards specified (FIPS, FED-STD, etc.)?
_____	Are inspection and acceptance criteria included?
_____	Has an industry review of the specifications been made?
_____	Has the system/item life been determined?
_____	Are the requirements for a benchmark demonstration, or operational capability demonstration, clear? Are they adequate to demonstrate the required capability?
_____	Can the required FIP resources be realistically obtained by procurement contract within the time frame specified?
_____	Does the technical data required correlate with the evaluation criteria?
_____	Will the contractor require access to a department facility and/or require use of government-furnished property, materials, or services?
_____	Are evaluation factors for selection and award clear?
_____	Are the special provisions or clauses recommended by the FIP manager/initiator of the requirement to be placed in the solicitation and/or contract, pertinent and reasonable?
_____	Must a specific acquisition delegation of procurement authority be obtained from GSA?
_____	Does the procurement file contain required determinations, findings, and other statements of the contracting officer (e.g., Justification of Other than Full and Open Competition, etc.)?

## **SUMMARY**

In this chapter, you learned that, although there are many similarities, the development of a FIP resources solicitation can differ in certain sections from the development of a solicitation for other types of commodities. The next chapter will discuss the actions you should take in processing the proposals for a FIP resources acquisition.

# CHAPTER 40

## PROCESSING PROPOSALS FOR FIP RESOURCES

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### Chapter Vignette

*Mark was wondering if there was any difference in the way that proposals for FIP resources acquisitions are to be handled and processed.*

*“Once again,” explained Marcia, “there are many similarities and the overall process is the same, but in an acquisition as complex as most FIP resources acquisitions are, you really have to be careful about the potential areas for discussion, the inconsistencies with the RFP’s terms and conditions, effectiveness levels, current production, and special programs.”*

*“Of course,” she continued, “you have to sanitize the technical and cost proposals and safeguard them.”*

## **Course Learning Objectives**

At the end of this chapter, you will be able to:

### **Overall:**

Distinguish potential areas for discussion and determine any inconsistencies in the proposal with the RFP's terms and conditions.

### **Individual:**

- 40.1 Summarize potential areas for discussion and distinguish “minor irregularities and informalities” from differences requiring discussion.
- 40.2 Explain how to review proposals submitted and identify commercial terms and conditions in offers that are inconsistent with the RFP's terms and conditions.
- 40.3 Identify the need to sanitize technical and cost proposals.
- 40.4 Identify the need for safeguarding of proposals.

## Chapter Overview

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### Scope

This chapter explains how to distinguish potential areas for discussion and how to determine any inconsistencies in the proposal with the RFP's terms and conditions.

It discusses how to review submitted proposals and how to identify commercial terms and conditions in offers that are inconsistent with the RFP's terms and conditions (including data rights, warranties, effectiveness level, current production, and special programs).

This chapter also identifies the need to sanitize technical and cost proposals and the need for safeguarding of proposals.

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### Topics in This Chapter

This chapter includes the following topics:

SECTION	TITLE	PAGE
40.1	Distinguishing Potential Areas for Discussion	40-4
40.2	Reviewing Proposals for Commercial Terms and Conditions	40-7
40.3	The Need to Sanitize Technical and Cost Proposals	40-10
40.4	Safeguarding of Proposals	40-12

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### References

You will need the following key references and documents to perform the actions discussed in this chapter:

FAR	15.406-5(b)	52.215-7
	15.413	52.215-12
	15.601	52.246-19
	27.401	

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## 40.1 Distinguishing Potential Areas for Discussion

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### Distinguishing Potential Areas for Discussion

This section discusses how you should distinguish potential areas for discussion with offerors and how you can distinguish “minor irregularities and informalities” from differences which require discussion. When proposals are received, you may be required to review them to identify the proposals which are:

- clearly not responsive, or not within the competitive range, such as those which ignored a requirement for a small business set aside; or
  - responsive, but contain minor irregularities, such as typographical errors requiring clarification, or
  - responsive but contain possible deficiencies requiring possible discussion.
- 

### What Are Minor Irregularities?

As you review proposals, you may come across several minor irregularities. An irregularity is an apparent or obvious clerical mistake or informality in a proposal. An obviously incorrect address, or a mistake in adding labor hours may be an irregularity. If you discover an irregularity in a proposal, you are allowed to contact the offeror for a “clarification” of that irregularity. For example, you can ask for the correct address, or the correct date or correct sum of labor hours.

FAR 15.601
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*FAR 15.601 states that clarification means communication with an offeror for the sole purpose of eliminating irregularities, informalities, or apparent clerical mistakes in the proposal.*

***Be careful here. It is acceptable to let the offeror correct minor irregularities, but not deficiencies. A deficiency is any part of a proposal that fails to satisfy the Government’s requirements. (FAR 15.601).***

For example, you can use clarification to let an offeror correct a minor arithmetic error but you cannot use clarification to allow an offeror to lower the price in the cost proposal, or make a major change to the technical proposal. If you are trying to correct more than a minor irregularity, you are conducting a “discussion,” rather than a clarification.

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*(continued on next page)*

## 40.1 Distinguishing Potential Areas for Discussion *(continued)*

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What Is a  
Discussion?

You may recall that a discussion means any oral and/or written communication between the Government and an offeror (other than communications conducted for the purpose of clarifications), whether or not initiated by the Government that

(a) involves information essential for determining the acceptability of a proposal, or

**FAR 15.601**

(b) provides the offeror an opportunity to revise or modify its proposal (FAR 15.601).

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Discussions with  
All Offerors

Also, if you open discussions with one offeror who is within the competitive range, you must then hold discussions with all offerors within the competitive range. You can see that it does not pay to open discussions carelessly.

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*(continued on next page)*

## 40.1 Distinguishing Potential Areas for Discussion *(continued)*

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### Examples of Minor Irregularities and Deficiencies

Sometimes it may not seem easy to tell the difference between an irregularity and a deficiency. However, you can sometimes tell an irregularity by comparing a statement or number in one part of a proposal to other parts of the same proposal. Consider the following examples.

**Example 1** - An offeror incorrectly adds estimated labor hours for FIP maintenance in the technical proposal during the first year of a three year effort. Instead of adding 20 hours per quarter to total 80 hours, the offeror's total is only eight (8) hours. However, the cost proposal correctly shows a price for 80 hours. In this case, there is an obvious irregularity that you can correct through clarification.

**Example 2** - An offeror incorrectly multiplies the hours needed for system integration by 2 in one part of the technical proposal and uses the same high estimate throughout the technical proposal and cost proposal. The offeror then telephones and states that it wishes to "clarify" the proposal by reducing the labor hours and costs by fifty percent. In this example, you should NOT allow a change through clarification, because it is not obvious that only a minor mistake was made. Indeed, it would not be fair to other offerors to allow one offeror to revise the stated price in this manner.

**Example 3** - An offeror's technical approach is unclear as to whether a certain system test will occur before or after all FIP hardware is installed. This is critical because the solicitation requires the test only after all hardware is installed. One proposal section calls for a test on February 2, 199X, and another section specifies the same test on February 12, 199X. In this case, clarification of the exact test date is probably allowed. However, you should not "coach" the offeror to provide the most favorable earlier date.

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### When in Doubt

The key here is that *if you think a fault in an offeror's proposal is a deficiency, then you should NOT allow the offeror to correct the deficiency through clarification.* In those cases where there is any doubt as to whether there is a minor irregularity or a deficiency, you should consult with the contracting officer and, if necessary, with legal counsel.

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## 40.2 Reviewing Proposals for Commercial Terms and Conditions

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### Reviewing Proposals

One of your responsibilities may be to review the proposals submitted by the various offerors in order to determine whether the offerors have included commercial terms and conditions. Of course, this review is in addition to the technical evaluation process.

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### Commercial Terms and Conditions

One problem that you may encounter in your review of the offerors' proposals is the use of commercial terms and conditions that may not be consistent with the terms and conditions that you specified in the solicitation. These commercial terms and conditions may not apply to a Government solicitation or may not be acceptable.

If the offeror used commercial terms and conditions that are NOT consistent with those specified in the RFP, then you must determine the meaning and intent of those terms and conditions.

For example, suppose the RFP specified a computer would be packed for transport in accordance with a certain Government standard, but the offeror's proposal stated that the item would be packaged "in accordance with standard commercial practice." The standard commercial practice for this packaging might be more advantageous or less advantageous to the Government, but you might not know unless you discussed this with the offeror.

Those areas where the use of commercial terms and conditions may cause a problem and require discussions include:

- data rights
- warranties
- effectiveness level
- current production
- special programs
- pack/packing/package

### Data Rights

The first area where commercial terms and conditions may cause a problem concerns *data rights*. The offeror's proposal may contain terms and conditions which offer restricted data rights in accordance with standard commercial practices, such as the licensing laws of a certain state, that may not be acceptable to the Federal Government.

*(Topic continued on next page)*

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## 40.2 Reviewing Proposals for Commercial Terms and Conditions

(continued)

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### Data Rights (continued)

FAR 27.401

For example, in some cases, the Government's need for unlimited data rights can be critical, because it wishes to extend use of a FIP resource throughout Federal Government agencies without restriction. Or, the Government may wish to allow other contractors (third parties) to maintain hardware or software (FAR 27.401).

In such cases, commercial terms and conditions may be inconsistent with those required in the solicitation. *If the commercial terms and conditions offered for data rights do not conform to the solicitation, this alone does not necessarily make the proposal nonresponsive.* However, you should note this as a matter for possible discussions. You can still eliminate the offeror during discussions if it refuses to modify the data rights to meet Government requirements.

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### Warranties

Warranties are another matter where the offeror's use of commercial terms and conditions may not be in accordance with the solicitation. For example, commercial warranties often state that hardware guarantees are voided if certain types of maintenance are performed by parties other than the original equipment manufacturer (OEM).

FAR 52.246-19

Or, you may have adopted and inserted a clause from FAR 52.246-19 specifying a "45 days after delivery for repairs," warranty period, while the offer specifies a standard commercial period of only 30 days.

Again, this difference, by itself, does not necessarily make an offer nonresponsive, but it is a matter which should be noted for discussions. If the offer is otherwise advantageous, it may be possible to negotiate more favorable warranty terms.

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### Effectiveness Level

A third area where an offeror may use commercial terms and conditions is the "effectiveness level" (also called availability level). Effectiveness level normally relates to the overall operating capacity, or effectiveness, of a FIP resource. It refers to how effectively a FIP resource will perform and is closely related to the concept of reliability. For example, the effectiveness level of a main frame computer system largely depends on its ability to keep operating without breakdowns or shutdowns. Unless the effectiveness level is explained by the offeror, it may not be in accordance with the Government's understanding. Again, this may be a topic for discussions.

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(continued on next page)

## 40.2 Reviewing Proposals for Commercial Terms and Conditions

(continued)

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### Current Production

A fourth area where commercial terms and conditions may cause a problem is “current production.” Current production can simply refer to the model of hardware or version of software currently in production, but not necessarily that model which is the most technologically advanced, or otherwise most advantageous to the Government.

For example, a company may be producing, installing and marketing two different generations of microprocessors (computer chips) in its hardware at the same time. Both would be “current production,” but one might be much more advanced than the other. Or, a company may only *expect* to have a certain model in production when proposals are evaluated and offer it as “current production” when it may not yet be in production.

To avoid this confusion, you can inform offerors that “current production” is considered to be those items in production as of the date the proposal was submitted. This should be clearly defined in the Solicitation.

---

### Special Programs

Special programs are a final area where the use of commercial terms and conditions may be cause for concern. A special program can arise when the Government requires a combination of several different commercial items which are not normally offered together, assembled as an end item. For example, the Government may ask offerors to assemble a special computer from commercially available components including a very fast central processor, very large memory storage and special input/output devices. All of these items might be separately available commercially but not in combination. In this case, the contractor will obtain the separate components, connect and assemble them, and package them according to the Government’s requirements.

However, in such a case, extensive discussion might be needed to determine if the offerors can perform the work required, including obtaining all the components, and data rights, assembling them and delivering and maintaining the completed items.

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### 40.3. The Need to Sanitize Technical and Cost Proposals

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What is  
Sanitizing?

“Sanitizing” refers to the practice of ensuring that identification of offerors or other unwanted information (such as corporate logos) are covered up or removed from the copies of the proposals that are to be seen and evaluated by the evaluation team. You can sanitize proposals by covering all logos and mentions of the offeror and photocopying the pages. Each offeror’s proposal is then assigned a different number. The evaluators will then receive only the photocopied versions, minus all logos and corporate references, and identified only by a number, such as “Offer No. 1”. Only the contracting office retains the original copies and then knows which proposal was submitted by which offeror.

In some agencies, evaluators’ copies of proposals are bound in a standard binder, such as a three-ring notebook, so that visual differences among the offerors proposals are minimized. Of course, the measures that you will take to sanitize proposals will depend on the standard operating procedures in your agency.

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The Need to  
Sanitize

FAR 52.215-7
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One of your responsibilities may be to sanitize the technical and cost proposals submitted by the various offerors, before these proposals are seen and evaluated by members of the evaluation team. The reason you will sanitize the proposals is to prevent the members of the evaluation team from being unduly influenced by the appearance or name of the offeror. The goal is to have the evaluators focus on the content of the proposals, rather than their appearance or origin. The best-looking (visually appealing) proposal is not necessarily the most advantageous to the Government.

Remember that you are required to insert an excerpt from FAR 52.215-7 in the solicitation, warning against unnecessarily elaborate proposals or quotations:

*“Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror’s lack of cost consciousness. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.”*

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### 40.3. The Need to Sanitize Technical and Cost Proposals *(continued)*

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Proposal  
Preparation  
Instructions

FAR 15.406-5(b)
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For these reasons, you may require the offerors to follow detailed instructions in the preparation of the proposals to minimize undue influence. For example, you might limit the use of color or corporate logos, prescribe a page layout, size of type and illustrations and graphics. This is done in an effort to standardize the layout and appearance of the proposals and deny any one offeror an advantage based on visual appearance alone. Your instructions on preparation of the proposals will be included in Section L of the solicitation, in accordance with FAR 15.406-5(b).

However, even if all the proposals look alike, the identification of a certain offeror might be enough to sway one or more evaluators. For this reason, it is a good idea to sanitize the proposals, removing identification of the offeror.

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## 40.4 Safeguarding of Proposals

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### Need to Safeguard Proposals

There is a requirement to safeguard proposals submitted by all offerors in response to a solicitation. This is true for all proposals, not only FIP resources proposals.

The need to safeguard proposals is related to the requirement to establish and preserve trust in the Government's review and evaluation of proposals. FIP resources proposals often contain advanced proprietary information which can be very advantageous to the Government. However, offerors may be reluctant to submit such advanced proprietary technology if they lack confidence in the Government's handling of proposals, or in the Government's handling of sensitive cost and price information. For this reason, you should follow established agency procedures to ensure proposals are handled at all times in a manner that will safeguard the information contained in proposals.

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## 40.4 Safeguarding of Proposals (continued)

### Procedures for Safeguarding Proposals

Each agency has specific guidelines or standard operating procedures for handling and safeguarding proposals. However, certain procedures are common to nearly all agencies. These common procedures for unclassified proposals usually include, but are not limited, to typical measures such as shown in the following table.

TYPICAL PROCEDURES FOR SAFEGUARDING PROPOSALS	
	<ol style="list-style-type: none"><li>1. <i>Procurement Integrity and nondisclosure certificates signed by all participants (including evaluators) and kept on file.</i></li><li>2. <i>Immediate registration and log-in of all proposals, to originate the chain of custody that begins when the proposal arrives in the Government's possession.</i></li><li>3. <i>Immediate storage of the proposals in a central repository, such as a container or cabinet in the contracting office or a designated room that can be secured (locked) and to which access is limited to a roster of persons with a "need to know". This may be a room set aside for the later use of the evaluators who will rate the proposals.</i></li><li>4. <i>Restricted access thereafter to the site or location where the proposals are stored. Typically, no proposals can be removed except by designated persons, such as the contracting officer or the contract specialists.</i></li><li>5. <i>Copying and sanitizing the documents to remove unnecessary or unwanted identification of offerors from the copies. At the same time, the various volumes are separated for distribution to the respective evaluation groups or teams. For example, the cost proposals are segregated so that technical evaluators do not see any of the cost or price data that might prejudice them in favor of or against a specific proposal.</i></li><li>6. <i>Distribution of ONLY the sanitized copies of proposals to the respective evaluators, with instructions on how they are to be safeguarded and handled during evaluation. Typically, the proposals are not to be removed from the room where the evaluators work, except by an authorized person, such as a contract specialist or appointed recorder.</i></li><li>7. <i>Evaluators are also forbidden to contact any offeror directly, or to discuss the proposals outside of the room where the evaluation is performed. Any requests for clarifications or additional information (such as explanation of an irregularity) is requested in writing on a form provided for that purpose and submitted to the head of the source selection board, or other person designated to carry out all external communications. The proposals may also be collected and locked up at the end of each work day and redistributed by the same person the following morning.</i></li></ol>

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## 40.4 Safeguarding of Proposals *(continued)*

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Disclosure and  
Use of  
Information  
before Award

FAR 15.413 FAR 52.215-12
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Remember that there are restrictions on the disclosure and use of information during and after evaluation and before award. FAR 15.413 specifies that none of the information contained in proposals or concerning the number or identity of offerors shall be made available to the public or to anyone in the Government not having a validated need to know.

In addition, offerors may wish to further protect their trade secrets and proprietary data by placing restrictions on the disclosure and further use of such data, by marking it in accordance with FAR 52.215-12.

Since FIP resources acquisitions can be intensely competitive, you must be especially careful to safeguard proposal data.

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Handling  
Classified  
Proposals

Of course, if the proposals contain any classified information, the procedures for handling must be in accordance with the agency's guidelines for handling classified material. This would include adding marking to identify the material as classified and ensuring handling only by personnel with an appropriate security clearance.

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## **SUMMARY**

In this chapter, you learned about the actions you should take in processing the proposals for a FIP resources acquisition. The next chapter will show you how to relate the Source Selection Plan evaluation criteria to the technical evaluation to result in an effective technical evaluation.

# CHAPTER 41

## TECHNICAL EVALUATION FOR FIP RESOURCES

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### Chapter Vignette

*“What about the technical evaluation of the offers submitted for a FIP resources acquisition,” asked Mark, “is that process different in any way?”*

*“Well,” Marcia replied, “in the technical evaluation of proposals for a FIP resources acquisition, you must be sure to relate the Source Selection Plan evaluation criteria to the technical evaluation process in order to obtain an effective technical evaluation. That is true of any effective source selection technical evaluation process. You must also be fully aware of the areas which illustrate mandatory, evaluated and subjective technical requirements. Many of the Government’s FIP resources acquisitions end in protest actions, so you must be sure to follow the evaluation criteria, and establish and document a good audit trail, so the Government will have a defensible case in a protest.”*

### **Course Learning Objectives**

At the end of this chapter, you will be able to:

#### **Overall:**

Relate the Source Selection Plan evaluation criteria to the technical evaluation to result in an effective technical evaluation.

#### **Individual:**

- 41.1 Identify the steps in a Technical Evaluation
- 41.2 Generalize areas which illustrate mandatory, evaluated, and subjective technical requirements.

## Chapter Overview

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### Scope

This chapter reviews how to relate the Source Selection Plan evaluation criteria to the technical evaluation to result in an effective technical evaluation. It also discusses the areas which illustrate mandatory, evaluated, and subjective technical requirements, and provides examples which would require the Government to modify its requirements in order to maintain competition.

As a contract specialist or contracting officer, you will probably not be applying technical evaluation factors, but you must understand the technical evaluation factors and be prepared to train and guide the technical evaluators in their application, in strict accordance with the SSP. This chapter therefore focuses on your responsibilities in the evaluation process for a FIP resources acquisition.

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### Topics in This Chapter

This chapter includes the following topics:

SECTION	TITLE	PAGE
41.1	Technical Evaluation Overview	41-4
41.2	Mandatory, Evaluated and Subjective Technical Factors	41-12

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### References

In order to perform the tasks discussed in this chapter, you would normally have access to the following documents and references during an actual technical evaluation:

- A Source Selection Plan (SSP) developed earlier, to include the technical evaluation factors developed by technical personnel.
  - The solicitation, including the Statement of Work (SOW) and any technical specifications.
  - Any special policy guidance or directives from the agency.
  - Information from outside advisors, if they are used in this procurement.
  - Technical evaluation reports from evaluation board members.
  - The various offers (proposals).
  - The GSA's publication entitled *Source Selection: Greatest Value Approach*
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## 41.1 Technical Evaluation Overview

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### Technical Evaluation

This section discusses the technical evaluation of proposals for FIP resources. At this point, you should already be familiar with the process for source selection, including technical evaluation, although you may never have participated in an evaluation for a FIP resources acquisition.

This section briefly reviews the technical evaluation process which is part of source selection, with *emphasis on the steps that you should perform* as a contract specialist or contracting officer to ensure success of the technical evaluation.

Document KMP-92-5-P
------------------------

This chapter stresses the “best value” or “greatest value” approach. For more information on this approach, you can obtain the GSA’s publication entitled *Source Selection: Greatest Value Approach*.

In many ways, the technical evaluation process for a FIP resources acquisition is very similar to the technical evaluation process for any other commodity, but there are some differences and areas of emphasis that you should understand.

For example, technical evaluation in a FIP resources may emphasize issues such as compatibility with existing resources, ease of conversion, validation of performance claims, and other technical evaluation issues that you would not frequently encounter in acquiring most other commodities. Of course, the specific evaluation factors that you will encounter in FIP resources proposals will depend on the nature of those acquisitions. The areas evaluated by the factors may include requirements which are subjective and hard to agree on.

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### Follow the Source Selection Plan Closely

You will recall that the goal of the technical evaluation is to determine the most advantageous offer. You must therefore ensure that the technical evaluation process closely follows the source selection plan (SSP) which you developed earlier. (See Chapter 38, “Source Selection for FIP Resources.”)

If you permit the evaluators to depart from the SSP, ***the evaluation process may be flawed and provide grounds for a later protest by offerors.***

Of course, if you developed a poor or incomplete SSP, the evaluation process may not succeed in determining the most advantageous offer.

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## 41.1 Technical Evaluation Overview *(continued)*

### “Greatest Value” Approach

FAR Part 15 FIRM 201-39.15
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As you learned in Chapter 3, “Policies That Apply to the Acquisition of FIP Resources,” the GSA has issued guidelines on the “greatest value” approach for acquisition of FIP resources. Together with the policy established in Part 15 of the FAR and the FIRM (Subpart 201-39.15), these will govern the technical evaluation for the “greatest value” approach, in a FIP resources acquisition.

### Requirement for Meaningful Analysis

FAR Part 15 FIRM 201-39.15
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You will recall that the GSA guidelines call for the evaluators to conduct a *meaningful analysis* (no fudging) to demonstrate the value of the differences among competing proposals. Further, in order to withstand a protest, it is necessary to be able to show, through your documentation, that such a meaningful analysis did occur, using the evaluation factors stated in Section M of the RFP.

If there is a protest after award, you can prove that a meaningful analysis occurred if you can provide complete documentation for the evaluation process under the conditions for value contracting. The requirements for a meaningful analysis and a valid evaluation are:

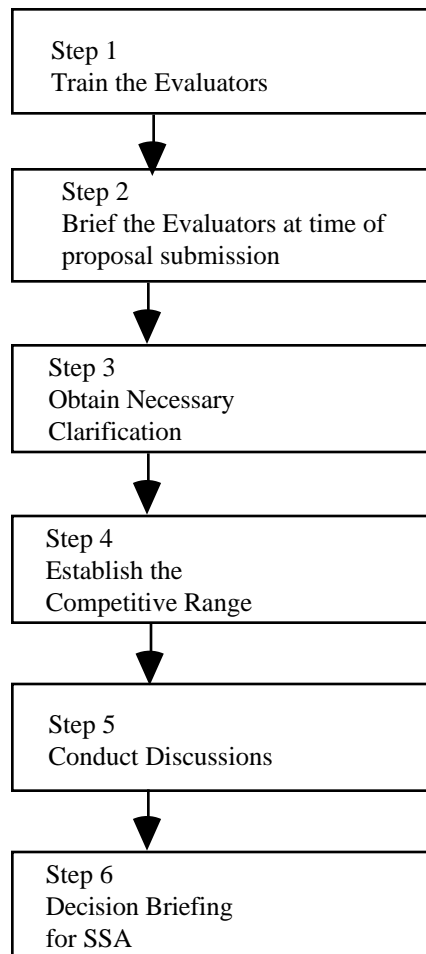
1. *You must have prepared a comprehensive SSP*, stating the goals and proposed methods of evaluation and source selection. (See Chapter 38, “Source Selection.”)
2. Whenever possible, you should have included *functional specifications* in the solicitation instructions, and specified all the evaluation factors and subfactors that will be used to evaluate the proposals. (See Chapter 39, “Development of a Solicitation for FIP Resources.”)
3. *The evaluators must have the required expertise* to evaluate the proposals and document problem areas. (Note - even technical experts may not know how to evaluate proposals properly and you may have to train them. See Chapter 38.)
4. *The final ratings may be based on the scoring of the technical evaluators.* (There is much misunderstanding over consensus which is used in most instances. It does NOT mean a simple majority nor does it mean that evaluators should avoid discussing their ratings with one another. In fact, discussion is encouraged in order to arrive at consensus ratings for each factor. See Chapter 38.)
5. *Evaluate the total life cycle cost* (not just purchase cost), determine the competitive range and hold discussions with ALL offerors in the competitive range.

*(continued on next page)*

## 41.1 Technical Evaluation Overview *(continued)*

### Steps in the Evaluation Process

If you are in charge of the technical evaluation, there are several steps that you should follow in order to ensure that a meaningful analysis **does** take place and that the technical evaluation for all factors is completed properly. The following flowchart shows these steps.



*(continued on next page)*

## 41.1 Technical Evaluation Overview *(continued)*

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### Step 1 Train the Evaluators

The first step is to train the evaluators. In many cases, the technical evaluators may not be familiar with their evaluation duties and may not understand the complex technical evaluation process, even if they wrote the evaluation factors earlier.

Therefore, you must ensure they have time to become fully trained and familiar with the:

- Requirements, standards and specifications in the solicitation;
- Source Selection Plan (or Technical Evaluation Plan), including a full understanding of the evaluation factors and subfactors and how they will be applied;
- Rating system (numerical, color, or adjectival) that will be used, and the supporting documents (forms) that will document the evaluation process.

This all takes time, possibly several weeks in a complex FIP resources evaluation, so allow time before the proposals are due to be evaluated.

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### Step 2 Brief the Evaluators

The next step is to brief the evaluators. You should give concise but complete instructions to the evaluators so they understand their responsibilities. As a minimum, your briefing should tell the evaluators that they must:

- Thoroughly examine each proposal and measure it strictly and only against the evaluation factors.

**CAUTION THE EVALUATORS NOT TO MEASURE ONE PROPOSAL AGAINST OTHER PROPOSALS.**

- Evaluate technical proposals solely on the technical factors and subfactors. In most cases, the technical evaluators should not even have access to the cost proposal data, as this might prejudice their judgment. Announce deadlines.

*(Topic continued on next page)*

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## 41.1 Technical Evaluation Overview *(continued)*

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Step 2  
Brief the  
Evaluators

- *Identify any ambiguous statements or claims in the proposals that will require additional information before they can do a fair evaluation.* They should request any clarification only on the forms provided to the panel for this purpose.
  - *Identify the risks, strengths and weakness of each proposal.* Remind the evaluators that they must discuss these areas among themselves until they reach a **consensus** if that methodology is being used. Then they must completely document their findings and ratings.  
  
This includes identifying all deficiencies, unresponsive, and unacceptable proposals.
  - *Consider only the total cost evaluation.* Remind the cost evaluators that total acquisition life cycle cost (not just “up front” purchase cost) must be considered in the cost evaluation. Cost realism must be considered for each phase of the acquisition cost life cycle. In a FIP resource acquisition, they must consider the life cycle costs even if this type of data was not requested nor provided by the offeror.
- 

Evaluation Factors  
in the SSP

You will recall that the evaluation factors are fully explained in the Source Selection Plan (SSP) or the Technical Evaluation Plan (TEP), which may be a part of the SSP. These documents were prepared earlier in the acquisition planning phase. Remember, the technical experts in the requiring agency are usually responsible to develop the technical evaluation factors, which they may later apply as members of the evaluation board.

---

Source Selection  
Plan

For example, if a FIP system integration requires use of subcontractors, one technical evaluation factor might be the “effectiveness of the subcontracting plan,” to explain how subcontractor efforts would be integrated into the overall project. These evaluation factors would be spelled out in the SSP and in the solicitation.

Also, if the acquisition includes integration of new FIP resources into an existing network, there could be a requirement for the offerors to submit a *validation plan* or *compatibility plan* to explain how the new and old components will work together. This might include a compatibility demonstration by the offeror(s). There could also be technical evaluation factors or subfactors for this area.

(Topic continued on next page)

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## 41.1 Technical Evaluation Overview *(continued)*

Source Selection  
Plan  
(continued)

Note: Caution the technical evaluators that they must follow the evaluation criteria as set forth in the Source Selection Plan. (This information should match Section “M” in the solicitation).

Technical  
Assistance

Remember, the technical evaluators are supposed to be qualified to perform the technical evaluation. You may learn that part of the technical evaluation is so complex that some outside expertise (i.e., non-Government advisors) is required. This sometimes occurs in a highly complex FIP system integration project. You may then be responsible to make sure the technical evaluators receive the necessary outside expertise in a timely manner. *Remember, these outside advisors cannot vote on the technical evaluation factors and they cannot have a conflict of interest concerning the acquisition.*

Unless you are careful, the technical evaluation factors may not be applied effectively, the FIP acquisition process may be flawed and a protest can result.

Step 3  
Obtain Necessary  
Clarification

During a complex FIP resources evaluation, you may find that the technical evaluators may send you several requests for additional information and clarification from the offerors. When this happens, you must be ready to expedite these requests and obtain the requested information as soon as possible for the evaluators.

Be careful in your requests for clarification. Screen the requests for information. Do not let on any information that might provide an advantage to an offeror. Make sure that your requests for clarification are just that, and not clues or tips as to how the evaluation is progressing.

Step 4  
Establish the  
Competitive Range

Once the evaluators have completed their evaluations, you must then establish the competitive range. Remember, you are not to use any pre-established “cut-off” scores. For example, you cannot determine ahead of time that any offer scoring less than 70 points will be eliminated from the competitive range.

Instead, you should include in the competitive range any offer which has a “reasonable chance” of selection for award. If in doubt, include the offer in the competitive range.

*(Topic continued on next page)*

## 41.1 Technical Evaluation Overview *(continued)*

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Step 4  
Establish the  
Competitive Range  
(continued)

Document your decisions, because failure to be included in the competitive range is one cause of protests.

Immediately inform (in writing) the unsuccessful offerors, so they waste no more time and money on this effort.

---

Step 5  
Conduct  
Discussions

The next step is to conduct discussions with those offerors in the competitive range. Remember:

- The discussions must be “meaningful,” and in good faith.
- Avoid “coaching,” “technical leveling,” “technical transfusion,” and disclosing information about another offeror’s proposal, especially if proprietary technical information is concerned.
- Make exactly the same information available to all offerors.

Based on your discussions, you will eventually arrive at an award recommendation and a decision briefing for the SSA.

---

Step 6  
Decision Briefing  
for the SSA

You will recall that, after the Source Selection Board has completed its evaluation and provided you a report, you must give a decision briefing to the Source Selection Authority (SSA), if the FIP resources acquisition is a formal source selection.

The technical ratings and your recommendations will be guides for the SSA, who will base the final source selection decision on the relative strengths and weaknesses of each proposal, *as you documented them during the evaluation.*

*Remember, in a “greatest value” approach, you will not necessarily recommend award to the offeror with the lowest cost. If the highest-rated technical proposal does not have the lowest cost, the SSA must exercise judgment and decide whether the extra technical superiority is worth the extra cost.*

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*(continued on next page)*

## 41.1 Technical Evaluation Overview *(continued)*

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The  
Cost/Technical  
Trade-off

The most difficult part of the “greatest value” analysis may be the trade-off between cost and the technical factors. *You will have to do this trade-off before you can recommend a source to the Source Selection Authority (SSA) in the source selection decision briefing.*

The GSA guidelines suggest that you do this trade-off as follows

- Determine the proposal discriminators by comparing the significant strengths and weaknesses among the proposals;

(Example - one proposal might be strong in all the areas of the technical approach and business management factors, but higher in cost, while another might be low in cost and weaker in technical or business management factors.)

- Identify those areas that would be affected (either positively or negatively) by the proposal discriminators;

(For example, if there is a high risk in the project, requiring highly qualified “Key Personnel” resumes would be one discriminator which affects the area of “risk.”)

- Define each discriminator as either quantifiable or non-quantifiable.

(For example, “Hard Disk Storage Capacity” and “Computer Processing Speed” are quantifiable; you can measure them with numbers. If you cannot measure an evaluation factor with numbers, it is “non quantifiable.”)

- Emphasize those technical features, such as a superior level of effectiveness or better key personnel, that exceed the minimum mandatory requirements.

*Documentation of trade-off decisions is very important.*

The resultant contract should emphasize those technical additions or features that exceeded the minimum requirements for which the offeror may have received the award. These additional features should be highlighted so that those persons administering the contract will have as guideline for what additional effort should be expected from the contractor.

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*(continued on next page)*

## 41.2 Mandatory, Evaluated and Subjective Technical Factors

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Mandatory,  
Evaluated and  
Subjective  
Technical Factors

The areas for evaluation may be mandatory, evaluated and subjective technical factors in a FIP resources evaluation. In the evaluation, you will find that some technical evaluation factors are mandatory (they **MUST** be included), some are not mandatory, but can be evaluated quantitatively and more objectively, and some are really subjective.

---

Mandatory Factors

Some evaluation factors in a FIP resources acquisition are always mandatory. For example, you should already know that *cost is always a mandatory factor*, regardless of the other evaluation factors, and regardless of whether or not the “greatest value” approach is used. That means that you **MUST** consider cost in your evaluation of offers and in preparing your decision briefing for the SSA.

FAR 10.006

In some cases, you may have an evaluation factor to measure compliance with a mandatory specification or standard. FAR 10.006 discusses use of mandatory specifications and standards. Basically, it explains that, *unless otherwise authorized by law or authorized by a deviation, you must use the specifications and standards listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions*. (Refer to Chapter 2 standards) This will sometimes determine which technical evaluation factors in the solicitation will be mandatory.

***Basically, the mandatory factors are those technical evaluation factors which will be used to determine whether the minimum requirements are met by an offer***

For example, if an agency has a stated minimum requirement for a printer that prints 1,000 shades of color, then that capability is a mandatory factor which must be considered, and the specifications and standards for that type of item must be used. On the other hand, if speed of manual loading for the paper trays is NOT essential, then this cannot be a mandatory factor for technical evaluation.

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Mandatory  
Standards for  
DOD  
Procurements

If the procurement is for a DoD requirement, you must use military specifications and standards, including those voluntary standards listed in the DODISS, except for authorized exceptions.

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(continued on next page)

## 41.2 Mandatory, Evaluated and Subjective Technical Factors *(continued)*

### Exceptions

Of course, FAR 10.006 permits exceptions to the use of mandatory specifications and standards. The following table shows the conditions which must be met for exceptions.

<b>Conditions Which Must Be Met for Exceptions to The Use of Mandatory Specifications and Standards</b>	
<ol style="list-style-type: none"> <li>1. The item(s) are required under an “unusual and compelling urgency;” or</li> <li>2. Under the small purchase limitations (FAR 13.000); or</li> <li>3. For products acquired and used overseas; or</li> <li>4. For items acquired for authorized resale; or</li> <li>5. For construction or new installations of equipment, where nationally recognized industry or technical source specifications and standards are available.</li> </ol>	

### Subcontracting Plan as a Mandatory Factor

Some technical evaluation areas also require mandatory consideration of certain factors. For example, *if the offeror proposes to use subcontractors in a project, a subcontracting plan is a mandatory factor for technical evaluation.*

### Quantifiable Technical Factors

Some technical evaluation factors are not mandatory, but can be evaluated in a *quantifiable* manner, using numerical methods. An example is a point scoring system for measuring a computer’s speed, such as in a “benchmarking” test. It is easy for the evaluators to measure and agree on the speed of a computer, using quantitative measuring devices and awarding points for the demonstrated speed.

*(continued on next page)*

## 41.2 Mandatory, Evaluated and Subjective Technical Factors *(continued)*

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### Subjective Technical Factors

In some areas, the technical evaluators may wish to use technical evaluation factors which are *subjective and non-quantifiable* (can't be truly measured using quantitative or number systems).

The problem with using subjective evaluation factors is that, because they are not quantifiable, different evaluators may NOT be able to agree on their application, so it may be difficult to apply the evaluation factor *consistently* to all offers. Also, it is easier for an offeror to challenge a subjective evaluation factor.

For example, suppose there is a technical evaluation factor called "ease of use," for a software application. How would you evaluate "ease of use" and determine the best offer? Would you measure the number of hours it takes to learn the application? The number of mistakes made by a novice? Administer a questionnaire to users?

The point is that unless you had an acceptable quantitative method to measure "ease of use" as a technical evaluation factor, this factor would be entirely subjective and open to challenge.

*For this reason, you should be very careful about using subjective and non-quantifiable evaluation factors. If you have any doubt about whether a technical evaluation factor might be too subjective, ask "How will we measure or evaluate this?"*

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### Examples

Certain areas often require mandatory factors for technical evaluation in a FIP resources acquisition. Of course, the actual technical evaluation factors will depend on the nature of the specific acquisition. The table on the following page provides some common examples of the areas that will usually require mandatory factors. Note that these areas can be evaluated either through factors or subfactors.

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*(continued on next page)*

## 41.2 Mandatory, Evaluated and Subjective Technical Factors *(continued)*

Examples  
(continued)

Examples of Mandatory Areas for Technical Evaluation
<ul style="list-style-type: none"> <li>• <i>Technical Approach</i> - an explanation of how the offeror proposes to meet the technical requirements, such as systems integration, for the newly acquired system. May require separate plans for hardware, software, training, maintenance, and other services, such as subcontracting, as subfactors. May require a detailed integration plan or validation demonstration.</li> <li>• <i>Risk Assessment Plan</i> - a detailed plan required from the offeror, explaining its understanding of the risks, barriers and dangers to success of the acquisition. Sometimes a separate factor and often a subfactor under the Technical Approach factor.</li> <li>• <i>Project Management</i> - an explanation of how the offeror will manage the project. May include an explanation of offeror's financial responsibility and subfactors such as evidence of "Past Performance" (project summaries), an important consideration when an integrating contractor will be used to manage many subcontractors. May include a subcontracting plan here or under the "technical approach" factor.</li> <li>• <i>Key Personnel</i> - resumes often required as a factor or subfactor to demonstrate key personnel qualifications in a high risk acquisition.</li> </ul>

### **SUMMARY**

In this chapter, you learned to relate the Source Selection Plan evaluation criteria to the technical evaluation to result in an effective technical evaluation. In the next chapter, you will learn to consider all price-related factors unique to FIP resources, accurately calculate evaluated prices, and correctly adjust the data for equitable comparison with proposed prices.

# CHAPTER 42

## ESTABLISHING PRICE OBJECTIVES IN A FIP RESOURCES ACQUISITION

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### Chapter Vignette

*Marcia was continuing her explanation of a FIP resources acquisition evaluation to Mark. “When you come to the matter of establishing the price objectives in a FIP resources acquisition,” she said, “you will find it is very similar to the procedures that you would follow in any large acquisition. However, you must consider all the price-related factors that are unique to a FIP resources acquisition, accurately calculate the evaluated prices, and correctly adjust the data to equitably compare the proposed prices,” she said.*

*“You must learn how to apply the price-related factors which are unique to FIP resources,” she went on, “and you will have to know how to construct a prenegotiation memorandum and a price negotiation memorandum for a FIP resources acquisition.”*

### **Course Learning Objectives**

At the end of this chapter, you will be able to:

#### **Overall:**

Consider all price-related factors unique to FIP resources, accurately calculate evaluated prices, and correctly adjust the data to equitably compare the proposed prices.

#### **Individual:**

- 42.1 Evaluate price proposals and calculate the lowest priced offer using BARS or a commercial spreadsheet.
- 42.2 Compare price proposals.
- 42.3 Construct a prenegotiation memorandum for a FIP resources acquisition.

## Chapter Overview

### Scope

This chapter explains how to consider the price-related factors unique to FIP resources, accurately calculate evaluated prices, and correctly adjust the data to equitably compare the proposed prices.

Finally, it explains how to construct a prenegotiation memorandum for a FIP resources acquisition.

### Topics in This Chapter

This chapter includes the following topics:

SECTION	TITLE	PAGE
42.1	Evaluating Price Proposals	42-4
42.2	Comparing Price Proposals	42-12
42.3	Construct a Prenegotiation Memorandum	42-18

### References

You may need the following key references available in order to understand the topics in this chapter:

FAR 15.6, 15.8, 17.1, 22.1, 25.1, 25.4, 27.2, 47.3, 52.215-34. 52.217-3 through -5, 52.220-1, 52.227-6 through 8, and 52.247-45.

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DFARS 215.8

## 42.1 Evaluating Price Proposals

### Introduction

Remember in Chapter 30, you determined the lowest priced alternative. The process for evaluating price proposals is the same when other than purchase is solicited.

### OMB Circular A-94

Recall that if you asked for both lease and purchase options in a solicitation, then you must do a lease-purchase analysis, to meet the requirements of OMB Circular A-94, *Guidelines and Discount Rates for Benefit-Cost Analysis of Federal Programs*. (See Chapter 29, Lease Vs. Purchase of FIP Resources.)

***Don't be confused. You may already have done a benefit-cost analysis BEFORE you decided to acquire the FIP resources. NOW you are doing a lease vs. purchase analysis as part of proposal evaluation, if the following conditions apply.***

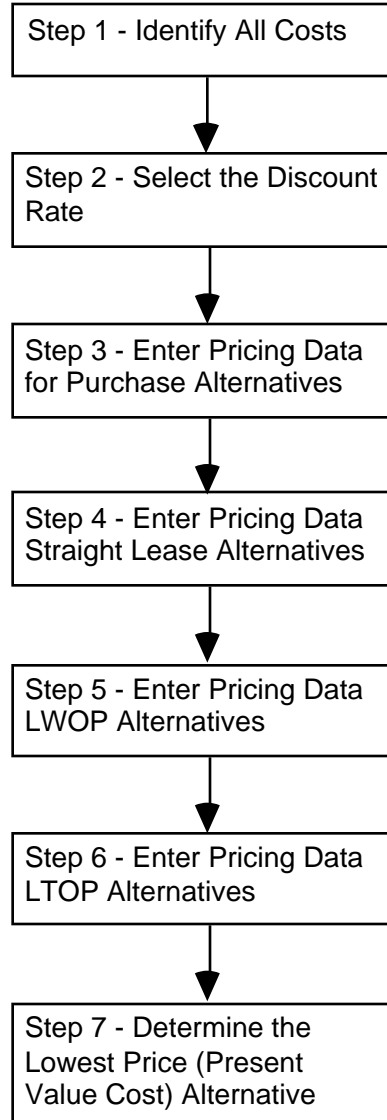
Perform Lease Versus Purchase Analysis as Part of Proposal Evaluation...
<p><b>IF...</b></p> <ul style="list-style-type: none"> <li>• You are acquiring a CAPITAL ASSET or a group of related assets,</li> <li>• With a fair market value exceeding \$1 million,</li> </ul> <p><b>And One or More of the Following Conditions Apply...</b></p> <ul style="list-style-type: none"> <li>• Would be leased for three or more years,</li> <li>• Is new, with an economic life of less than three years and would be leased for a term of 75% or more of its economic life,</li> <li>• Is built expressly for lease to the Federal Government, OR,</li> <li>• Is leased to the Federal Government and clearly has no alternative or commercial use,</li> </ul>
<p><b>AND...</b></p> <ul style="list-style-type: none"> <li>• <i>You requested lease and purchase options in the solicitation ...</i></li> </ul>
<p><b>THEN...</b></p> <ul style="list-style-type: none"> <li>• <i>You must follow OMB Circular A-94, and perform a lease-purchase analysis as part of the proposal evaluation process.</i></li> </ul>

## 42.1 Evaluating Price Proposals *(continued)*

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### Systematic Data Entry

Use the following steps to enter the price schedule data for each of the four acquisition alternatives. In order to avoid confusion, it helps if you do the data entry and analysis in a systematic manner either for each offeror. In the following examples, we have chosen to enter the data for each alternative offered.



## 42.1 Evaluating Price Proposals *(continued)*

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### Step 1 - Identify All Costs

The first step is to determine all the appropriate price-related factors and costs that are to be analyzed. These have been identified in the acquisition plan and, as necessary, also discussed in the source selection plan and solicitation. Be careful here to ensure that you have not overlooked any hidden costs. Storage, installation, maintenance, transportation, or other costs can sometimes be overlooked or underestimated. Look out for exceptions based on dollar ceilings that are subject to change. Ensure that you capture all costs for multiple year acquisitions and options (most agencies calculate on a monthly basis rather than yearly).

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### Step 2 - Select the Discount Rate

The next step is to select the discount rate you will use. See Appendix C of OMB Circular A-94. Remember, you will probably use the nominal interest rate for this purpose. You can also obtain the discount rate from your agency finance office.

You can also calculate the discount rate. For example, suppose that in this case the discount is seven percent (7%). This would result in a discount rate of .9346. How did you obtain .9346? You divided 1 by 1.07. (See page 29-17 of this text/reference. It shows that for one year, a 7 percent discount yields a yearend discount rate of .9346.)

$$1/1.07 = .9346$$

What does this mean? It means that one year from now, you only have to pay .9346 (not quite 94 cents) in today's money for every dollar charged. Put another way, a dollar of next year's price will only cost the Government about 94 cents in this year's money. Of course, if you were calculating for more than one year, you would continue to multiply by 1.07 for each year to obtain the discount rate for that year. So, for the second year, the discount rate in our example would become:

$$1/(1.07 \times 1.07) = .8734$$

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*(continued on next page)*

## 42.1 Evaluating Price Proposals *(continued)*

### Step 3 - Enter Pricing Data for Purchase Alternatives

The next step is to enter the pricing data for the purchase alternatives. Include the Unit and Total prices for each CLIN and SUBCLIN that was proposed. On a large scale acquisition, this could include hardware, software, services, and support services, such as maintenance. Enter this data on the sheet(s) or electronic spreadsheets specified for the purchase option. When you complete this step using an automated spreadsheet program, the computer can show you the price of the highest, lowest and all other purchase alternatives, by offeror. The data might look like the following example for hardware:

Hardware	Purchase
Offeror A	<b>\$500,000</b>
Offeror B	\$525,000
Offeror C	\$550,000
Offeror D	\$575,000
Offeror E	\$600,000

Understand what this means. It shows that, in present value terms, if you acquire the hardware from any of the five offerors and pay the full price at the end of this current year, the Government must pay the amounts shown in this year's dollars. In this case, Offeror A offers the lowest cost alternative. If you did not ask for lease-purchase options in the solicitation, this would be the end of your calculations.

However, suppose that Offeror B proposed a special financing plan to allow payment of \$300,000 the first year and \$225,000 the second year and the discount rate was 7%.

You would then convert the \$225,000 for the second year by multiplying it by that present value factor to show the present value of \$225,000 for the second year:

$$\text{\$225,000} \times .9346 = \text{\$210,285}$$

*(Topic continued on next page)*

## 42.1 Evaluating Price Proposals *(continued)*

### Step 3 - Enter Pricing Data for Purchase Alternatives (continued)

On a computer spreadsheet, it might look like this:

Hardware	Purchase	2d Year	Total Price
Offeror A	\$500,000		\$500,000
Offeror B	\$225,000	\$210,285	<b>\$435,285</b>
Offeror C	\$550,000		\$550,000
Offeror D	\$575,000		\$575,000
Offeror E	\$600,000		\$600,000

**What's this?** Suddenly Offeror A no longer offers the lowest cost alternative. You can see that Offeror B is now the lowest cost offeror. At this point, you might now wish to electronically transfer or “paste” the data in the fourth column into another column or spreadsheet and re-title it as “Purchase Alternatives,” instead of “Total Cost.”

### Step 4 - Enter Pricing Data for Straight Lease Alternatives

Next, enter the pricing data for each of the straight lease alternatives. When you complete this step using an automated spreadsheet program, the computer can show you the price of the highest, lowest and all other straight lease alternatives, by offeror. For example, suppose that only Offeror C offered a three year straight leasing plan, for \$200,000 over each of three years. After you converted the dollars to present value, it might look like the following example.

Hardware	Year 1	Year 2	Year 3	Total Cost
Offeror A				
Offeror B				
Offeror C	\$200,000	\$188,916	\$174,800	<b>\$563,716</b>
Offeror D	\$			\$
Offeror E	\$			\$

At this point, you might now wish to electronically transfer or “paste” the data in the fourth column into another column or spreadsheet and re-title it as “Straight Lease Alternatives,” instead of “Total Cost.”

*(continued on next page)*

## 42.1 Evaluating Price Proposals *(continued)*

### Step 5 - Enter Pricing Data for LWOP Alternatives

Next enter the pricing data for all the LWOP alternatives. *Be sure to include purchase option credits (POC) as a percentage of the prices to which they apply and the effective periods of the purchase option credits.* For example, suppose that only Offeror D proposed a LWOP program over three years with the following terms:

1. \$220,000 LWOP for 3 years;
2. 30 percent purchase option credits for money paid up through the end of year 3; and
3. Cash payment for the remaining amount.

To find out if this is an advantageous offer, you would convert the lease costs by year to present value and add the remaining lump sum payment (also converted to present value) as shown in the following spreadsheet. When you complete this step using an automated spreadsheet program, the computer can show you the price of the highest, lowest and all other LWOP alternatives, by offeror. At this point, you might now wish to electronically transfer or “paste” the data in the sixth column into another column or spreadsheet and re-title it as “LWOP Alternatives,” instead of “Total Cost.”

Hardware	Year 1 LWOP	Year 2 LWOP	Year 3 LWOP	LWOP @ 30% POC	Total Cost
Offeror A					
Offeror B					
Offeror C	\$15,000	\$15,000	\$15,000		\$45,000
Offeror D	\$220,000	\$205,612	\$192,148	\$185,328	\$155,000
Lump Sum				\$284,045	
Cumulative	\$220,000	\$425,612	\$617,760	\$1,087,133	\$1,087,133
Offeror E					

Is this LWOP offer the lowest cost so far?

## 42.1 Evaluating Price Proposals *(continued)*

### Step 6 - Enter Pricing Data for LTOP Alternatives

Next, enter the pricing data for each of the LTOP alternatives. Be sure to include the monthly unit prices for each CLIN and each SUBCLIN and the effective periods of the LTOP payments. For example, suppose that Offeror E proposes a LTOP of \$250,000 per year, with payment the end of each year, after which ownership passes to the Government. On paper, the offer first looks like this:

$$\text{Year 1} = \$250,000 + \text{Year 2} = \$250,000 + \text{Year 3} = \$250,000 = \$750,000$$

After you convert the data to present value, it might look like the following example.

Hardware	Year 1 LTOP	Year 2 LTOP	Year 3 LTOP	LTOP Total	Total Cost
Offeror A					
Offeror B					
Offeror C					
Offeror D					
Offeror E	\$250,000	\$233,650	\$218,350		
Cumulative		\$483,650	\$702,000	\$702,000	\$702,000

When you complete this step using an automated spreadsheet program, the computer can show you the price of the highest, lowest and all other LTOP alternatives, by offeror. At this point, you might now wish to electronically transfer or “paste” the data in the sixth column into another column or spreadsheet and re-title it as “LTOP Alternatives,” instead of “Total Cost.”

### Step 7 - Determine and Document the Lowest Price Alternative

The next step is to determine the lowest cost alternative for acquisition. If you have selected all the appropriate price-related factors and costs and converted them all to present value, you are now in a position to compare the relative prices for each alternative and for each offeror and to determine the lowest OVERALL cost method for acquiring the FIP resource. Of course one offeror might not be the lowest on any one price-related factor but still be the lowest overall. For example, one offeror might not offer the lowest price for hardware, software, or FIP support services, but might still present the lowest overall price.

*(continued on next page)*

## 42.1 Evaluating Price Proposals *(continued)*

### Step 7 - Determine and Document the Lowest Price Alternative (continued)

In our simple example, we considered only hardware costs. Of course, you might have to repeat this for software, maintenance, installation, transportation, storage, training and many other price-related factors for a given acquisition. The point is that you should do it in a systematic manner. In our simple hardware example, you should end up with a spreadsheet that looks like the following.

Hardware Offeror	Purchase Alternatives	Straight Lease Alternatives	LWOP Alternatives	LTOP Alternatives	Lowest Total Cost
A	\$500,000				\$500,000
B	\$435,285				<b>\$435,285</b>
C	\$550,000	\$563,716			\$550,000
D	\$575,000		\$1,087,133		\$575,000
E	\$600,000			\$702,350	\$600,000

What does this tell you? It should tell you that, considering only hardware, the least costly acquisition alternative is to *purchase* from Offeror B. Does that mean that you would automatically do so? Not necessarily. If the technical evaluation concluded that Offeror B had the lowest rated technical offer, then you might want to recommend purchase from Offeror A. On the other hand, Offeror E might be so technically superior that it would be advantageous to purchase from E. In any case, you could be confident that purchase would be more advantageous than any other method of acquisition for hardware.

Document your finding for each cost or price-related factor. You might use the suggested format in DFARS 239.73, table 39-1, or a similar agency format. At this point, you are ready to brief the SSA on the lowest cost alternative.

## 42.2 Comparing Price Proposals

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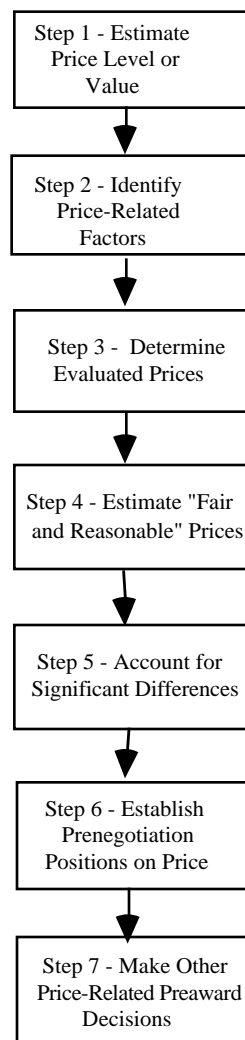
### Introduction

Once you have evaluated the price proposals submitted by each offeror, you should then compare offers and the Government's negotiation position. The following provides information that you should address.

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### Steps to Follow

The following illustration shows the steps that you should follow in order to compare price proposals in a FIP resources acquisition.



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## 42.2 Comparing Price Proposals *(continued)*

### Step 1 - Estimate Price Level or Value

FAR 15.803(b)

The first step is to estimate the price level or value of the FIP resources (supplies or services) to be acquired, in accordance with the guidance in FAR 15.803(b). This is done in order to calculate the probable range of prices that will be offered and to determine the key price-related factors. This will require that you:

- Determine whether the Independent Government Estimate (IGE) is supported by the facts and documentation provided by the requiring activity or program office. You will recall that the IGE is prepared to indicate what the acquisition should cost. If the market research and other data submitted by the requiring activity do not support the IGE, you may need to contact the requiring activity and reconcile the differences. This can happen, for example, if the IGE was prepared too long before the latest data submitted by the requiring activity.
- Identify the relevant historical pricing data, or data on market trends and prices. In the case of FIP resources, use historical pricing data for hardware with caution, because hardware price data more than two years old may not be indicative of current pricing for newer technology. However, market trends can be very useful in determining pricing data for hardware, software and support services. In the case of telecommunications services, research existing and anticipated tariffs.
- Identify factors that are likely to affect offered prices (e.g., overall levels and trends in supply and demand, market segmentation, and nature and extent of competition). In the case of most FIP hardware, competition is likely to remain intense, and there is probably little chance that one or a few competitors will dominate the market completely. However, for mainframe and supercomputers, or for very specialized computers, there may be only a few qualified offerors and limited competition. This may also be true of some telecommunications services. In the case of software, there are many market segments and niches, and there may be only limited competition for some requirements. In all cases where the competition is limited for technological reasons, you can expect higher or faster price increases.

*(Topic continued on next page)*

## 42.2 Comparing Price Proposals *(continued)*

Step 1 - Estimate  
Price Level or  
Value  
(continued)

- *Calculate the range of probable offers.* Once you have accomplished the above, you are then in a position to identify the factors that will drive costs and to calculate the range of probable offers. For example, if you determine that there are only three probable offerors for a certain mainframe computer buy, you can probably determine the price range of their comparable current production models fairly easily. If there are many competitors, such as for microcomputers, you can also get the price range from market data easily.

Step 2 - Identify  
Price-Related  
Factors

**FIRMR Bulletin C-35**

Based on your work in Step 1, you are now ready to identify the price-related factors. Remember, not all the price-related factors will apply to every FIP resources acquisition. However, at this point, it should be relatively easy for you to identify the price-related factors relevant to the acquisition. For example, you will consider life cycle costing as a price-related factor in virtually every FIP resources acquisition (unless you intend to scrap the FIP resource within the year).

If you are acquiring microcomputers (“desktop computers”) you are required to consider energy costs. (See FIRMR Bulletin C-35 for guidance.)

The following table may help you to identify the most likely price-related factors for the major types of FIP resources acquisitions.

*(Topic continued on next page)*

## 42.2 Comparing Price Proposals *(continued)*

Step 2 - Identify  
Price-Related  
Factors  
(continued)

<b>PRICE-RELATED FACTORS FOR FIP RESOURCES ACQUISITIONS</b>	
FIP Hardware	Lease vs. purchase, Maintenance, Warranty protection or repair, Training, Installation, Technical manuals, Spare parts, Related supplies, Life cycle costing, Energy conservation and efficiency criteria, Transportation, Quantity discounts, Estimated quantities, Buy-in pricing, Finance charges, Options, or Multiple year offers.
FIP Software	Maintenance, Warranty protection or repair, Training, Installation, Life cycle costing, Technical manuals, Licenses and data rights, Incremental pricing or family buys, Quantity discounts, Estimated quantities, Finance charges, Number of users, Options, or Multiple year offers.
FIP Services	Life cycle costing, Options and/or multiyear offers, Assumed economic price adjustments, Estimated quantities.
FIP Support Services	Warranty protection, Training, Installation, Technical manuals, Spare parts, and supplemental supplies, Life cycle costing, Government-furnished property, Options or multiyear efforts, Estimated quantities, Buy-in pricing, Number of Government support personnel required, Response time.
Telecommunications	Tariff price, Finance charges, Warranty protection, Life cycle costing, Assumed economic price adjustments, Options or multiple year offers, Quantity discounts, Termination Liability.

*(continued on next page)*

## 42.2 Comparing Price Proposals *(continued)*

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### Step 3 - Determine Evaluated Prices

FAR 25.105
FAR 25.4
FAR 22.103

At this point, you are ready to determine the evaluated prices for each offer, in order to verify the offeror's computations. Here you will apply the price-related factors that you identified, depending on the type of acquisition. For certain hardware components and software, you may have to apply the provisions of the Buy American Act (see FAR 25.105). For FIP support services, such as on-site maintenance, be alert to any offers that may contain overtime or work shift premiums. Deduct these premiums from the evaluated price, in accordance with the guidance in FAR 22.103. If you find that an offeror's price is obviously inconsistent with the requirements in the RFP, you may have to request a clarification or enter discussions. For example, you may find that the price for an option year of maintenance is underestimated.

---

### Step 4 - Estimate Fair and Reasonable Prices

FAR 15.804
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At this point, you are now ready to develop the prenegotiation positions on the prices the Government should pay for the acquisition. Your goal here is to estimate a "fair and reasonable price," based on the offers themselves, the prevailing market prices, regulated prices (such as tariffs for telecommunications), any pricing yardsticks your agency may use, the IGE, and the calculations you will perform. You should NOT conclude that any one price is unreasonable just because it is higher or lower than another offeror's prices.

In order to estimate the "fair and reasonable" price, you may use any of the computational techniques you learned in cost and price analysis, such as index numbers, economic trend analysis, price-volume relationships, improvement curves, cost estimating relationships (CER) or the ratio of price to estimated direct costs. You will probably use a computer spreadsheet program for this purpose. The key is to select the most suitable technique for estimating the fair and reasonable price, based on the particular data available.

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*(continued on next page)*

## 42.2 Comparing Price Proposals *(continued)*

### Step 5 - Account for Significant Differences

Once you have completed your calculations, you should compare them against the offered prices, to determine if there are any significant differences. If there are significant differences between your calculated fair and reasonable prices and the offerors' prices, there may be several reasons:

- *If offerors' prices seem unusually high* - competition may be limited (only a few qualified offerors); there may be collusion among offerors; the specifications may be misleading or defective; or the market conditions may have changed greatly.
- *If offerors' prices seem unusually low* - there may an advance in technology or efficiency that was not foreseen by the Government during market research; offerors may be trying to "buy in" at intentionally low prices; there may be honest vendor mistakes in the proposal; improper wage rates may have been used; or there may be deficiencies in either the proposal or the specifications.

If offerors' proposals are unusually high or low, you may wish to clarify the reasons later through discussions.

### Step 6 - Establish Prenegotiation Positions on Price

FAR 15.609
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At this point, you are ready to establish the Government's prenegotiation position on price. You should identify the:

- lowest reasonable price among the offers;
- highest reasonable price among the offers;
- the target price, and
- the competitive range.

Remember to check the guidance in FAR 15.609. If this is a "best value" acquisition, you will not necessarily accept the lowest reasonable offer. Indeed, the offeror with the highest reasonable price may also have the most advantageous technical offer. Remember also that you will exclude from the competitive range any offer that is not susceptible to being made technically acceptable.

*(continued on next page)*

## 42.2 Comparing Price Proposals *(continued)*

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### Step 7 - Make Other Price- Related Preaward Decisions

FAR 15.804

In this step, you will make any other price-related preaward decisions.

For example, you may have determined that so many price offers were unreasonably low (or high), that there must be something wrong with the specifications. In this case, you will probably recommend amending the solicitation or canceling the RFP and resoliciting. You would then contact the technical personnel and request that they review and possibly revise the specifications. You might also determine that there is a need for discussions with those offerors in the competitive range.

If the solicitation provides for award without discussions, you might go ahead and award. For example, in some cases of telecommunications services, the rates may be already established (tariffs) and cannot be further negotiated. You might also decide to forego discussions if there is no reasonable indication that the Government would obtain a net saving by holding discussions.

As you have already learned, FIP resources technology advances very rapidly, and pricing of FIP resources in recent years has been volatile. It may sometimes be advantageous to require *fact-finding* to obtain better or more recent information for price-related factors. If you conclude that the pricing data alone does not provide you enough information upon which to establish a prenegotiation position, you may decide to request cost data (if you do not already have such data). However, you should realize that there are tradeoffs, including further delaying completion of the acquisition.

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### DoD Acquisitions

DFARS 215.8

In addition, if the FIP resources acquisition will be for a DoD agency, you are also advised to check DFARS 215.8, concerning price negotiation. It provides additional guidance on requests for certified pricing data and limited or partial data from offerors before you prepare the prenegotiation positions.

You are now ready to fully document the results of the process you have just completed.

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## 42.3 Construct a Prenegotiation Memorandum

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### The Prenegotiation Memorandum

In a FIP resources acquisition, you will need to construct a prenegotiation memorandum, in accordance with the format prescribed by your agency. The prenegotiation memorandum sets forth the Government's negotiation objectives. This memorandum should explain the rationale and factual support for the negotiation objectives to include the:

- pertinent issues to be negotiated (if any);
- cost/price objectives; and
- profit or fee objective.

If you award without discussions or negotiations, you must document the award to support your determinations and findings. If you must conduct discussions and negotiations with offerors in the competitive range, you should construct a prenegotiation memorandum.

The *pertinent issues to be negotiated* will be those that you discovered during the course of your review and analysis of price-related and other factors. At this point, you are simply identifying the issues recommended for negotiation.

The *cost /price objectives* will be those that you determined during your review and analysis of the offerors' proposals.

Of course, the *profit or fee objective* will depend on the type of contract that will be awarded and the risk to be imposed on the contractor. If the award will be for telecommunications services, the profit or fee may be largely influenced by existing tariffs, with little or no room for negotiation. If so, you should also state this fact in the documentation.

The prenegotiation memorandum combines information on pricing with the necessary technical issues.

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## **SUMMARY**

In this chapter, you learned to consider all price-related factors unique to FIP resources, accurately calculate evaluated prices, and correctly document your decision. In the next chapter, you will document your award decision based upon your analysis and evaluation of the proposals received.

# CHAPTER 43

## RECOMMENDATION OF A WINNING FIP PROPOSAL

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### Chapter Vignette

*“So far,” said Mark, “you have told me a great deal about the special considerations in a FIP resources acquisition that make it different from an acquisition for other types of commodities. Is there anything that is different about the actual process of award and performance, such as recommending the final winning proposal?”*

*“You may remember,” Marcia said, “I told you earlier about the great difficulty the Government has had lately with some of its FIP resource acquisitions. When you are finally ready to make the recommendation about the winning proposal to the SSA, you must make sure that you have done a thorough job of proposal processing, technical evaluation and consideration of the price-related factors. If you have allowed a serious mistake to occur in one or more of these areas, you can almost be certain that there will be protests from the unsuccessful offerors.”*

### **Course Learning Objectives**

At the end of this chapter, you will be able to:

#### **Overall:**

Given a FIP resources solicitation, proposals, technical data, and any relevant documents, correctly analyze and evaluate the proposals, considering the areas of proposal processing, technical evaluation, and price-related factors.

#### **Individual:**

- 43.1 Correctly analyze and evaluate the proposals considering the areas of proposal pricing, technical evaluation and price-related factors.

## Chapter Overview

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### Scope

This chapter explains how, given a FIP resources solicitation, proposals, technical data, and any relevant documents, you can correctly analyze and evaluate the proposals, considering the areas of proposal processing, technical evaluation, and price-related factors.

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### Topics in This Chapter

This chapter includes the following topics:

SECTION	TITLE	PAGE
43.1	Analyzing and Evaluating Responses to Solicitations	43-4

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### References

All references should have been addressed in the steps leading to the award decision.

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## 43.1 Analyzing and Evaluating Responses to Solicitations

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### Overview

This section describes the procedures that you should follow in analyzing and evaluating the responses to a solicitation for a FIP resource acquisition, considering the areas of:

- Proposal pricing;
- Technical evaluation; and
- Price-related factors.

Of course, the procedures that you will follow in evaluating responses for a FIP resource acquisition are very similar to those that you should follow in evaluating responses for any other commodity.

---

### Proposal Pricing

At this point, you have already reviewed the proposal pricing submitted by the various offerors. You have identified any prices that seemed to require clarification or discussion, compared offerors' prices against your own calculations for fair and reasonable prices, identified issues for negotiation, obtained clarification and conducted discussions (if necessary). If there were difficulties in determining the validity of offerors' costs, you may have already required that offerors submit either certified cost or pricing data or partial or limited cost data, and evaluated that data.

---

### Technical Evaluation Report

While you were busy examining the price-related factors and proposal pricing in the acquisition, the technical evaluators were completing their evaluation of technical factors, based on the guidance in the source selection plan. You should have examined the results of the technical evaluation report to determine if the evaluation factors were applied correctly and, if not, returned the report to the technical evaluators for reevaluation.

---

### Price-Related Factors

At this point, you have also reviewed all the pertinent price-related factors and determined what changes, if any, should be made. For example, at this point, you may already have determined whether it was more advantageous to the Government to change the quantities involved in the acquisition, or to select any special options that have been offered.

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*(continued on next page)*

### 43.1 Analyzing and Evaluating Responses to Solicitations *(continued)*

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#### Final Review

You have already learned in previous chapters about the actions you should take to reach this point in the acquisition process. Assuming there was no reason up to this point to cancel the solicitation, you are finally ready to use the results of all the work that has already been accomplished and to document the recommendation for a winning proposal, based on the results of the offers, the technical evaluation and your own efforts in the review of pricing and price-related factors.

Of course, you will not proceed to complete an award recommendation if there are still any questions or problems to be resolved. Your award recommendation will be reviewed by the contracting officer, the Source Selection Authority, Trail Boss, or other persons with oversight concerning the acquisition, so it should be based on information that is final.

However, before you complete the documentation for the award recommendation, you must ensure that it includes:

- any information concerning irregularities in any of the proposals;
  - any inconsistencies in the terms and conditions;
  - a determination that the source selection strategy was indeed (or was not ) followed; and
  - incorporation of pricing information
  - any trade-off analysis
- 

#### Ensure Source Selection Methodology Was Followed

Even at this late stage, you should ensure that the source selection methodology was followed. Even if you have already read the technical evaluation report you may wish to check it again. If you determined that the evaluation criteria were not applied in accordance with the source selection plan, you do not proceed with the award recommendation. To do so is to risk a protest.

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*(continued on next page)*

### 43.1 Analyzing and Evaluating Responses to Solicitations *(continued)*

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Incorporate the  
Pricing  
Information

You should also be prepared to incorporate the pricing information into the award recommendation, in a manner that makes it easier for a reader to review.

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Prepare PNM

At the conclusion of each negotiation, a price negotiation memorandum (PNM) is to be prepared for inclusion in the file and for the use of any reviewing authorities. The PNM has two purposes:

- First, it helps establish the reasonableness of the price agreement reached with the offeror.
- Second, some agencies use the PNM as documental support for the award decision requiring that the PNM or a summary PNM be in sufficient detail to allow an accurate reconstruction of the procurement for immediate review and future reference.

This memorandum should explain the principal elements of the negotiation in sufficient detail to reflect the most significant considerations involved in reaching the final price.

The PNM explains how all the data collected from the proposal and its supporting documents and the Government advisory reports were used. The content in each PNM will vary but must report the actual events of the analysis and negotiation. The availability of data will dictate the kind and amounts of information to include in the PNM. See page 43-10 for the minimum information that should be included.

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Ensure That All  
Requirements  
Were Met

Finally, you may wish to use a checklist to ensure that all requirements were met before making your final recommendation. Many agencies use a checklist, like the one on the following pages, to track the major actions and events leading to the final recommendation.

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*(continued on next page)*

**SAMPLE CHECKLIST FOR FINAL REVIEW**

<b>Action or Event</b>	<b>Key References</b>	<b>Remarks</b>
1. Request for Contracting Action		
2. Requirements Approval		
3. Acquisition Planning and Market Survey	FAR 7.102,	
4. Brooks Act DPA	FIRMR 201-39.106-2	
5. Warner Amendment DPA	DFARS 239.002	
6. Justification and Approval for Other Than Full & Open Competition	FAR 6.303 & 6.304, DFARS 206.303 & 206.304, FIRMR 201-39.601	
7. Draft RFP		
8. Approval of Organization Conflict of Interest Provisions	FAR 9.506(b)	
9. Independent Government Estimates	FAR 15.803(b)	
10. Funding Documents	FAR 1.602(a),	
11. Service Contract Act Wage Determination	FAR 22.1012 through 22.1014	
12. Source Selection Plan Approval	FAR 15.612(b)(3)	
13. Acquisition Plan Concurrences		
14. Acquisition Plan Approval	FAR 7.103, DFARS 207.103	
15. Synopsis	FAR/DFARS 5.203	
16. Contracting Officer Determination of Actual Synopsis Publication Date		
17. DD 1423 (CDRL)Used for All Technical Data & Software Deliverables	DFARS 227.403-77(b)(2) & 227.405-70	
18. Security Requirements & Required Clauses	FIRMR 201-39.1001, DFARS 239.7102-1	
19. Safeguarding Classified Information	FAR 4.403 & 4.404	

*(continued on next page)*

**SAMPLE CHECKLIST FOR FINAL REVIEW**

(continued)

Action or Event	Key References	Remarks
20. Unclassified Information Required Clause	DFARS 201.404-70	
21. SADBUI Approval		
22. Determine Need for Subcontracting Plan	FAR 19.705-2, DFARS 219.705-2	
23. Lists of Classes/Persons Authorized Access to Proprietary & Source Selection Information	FAR 3.104-5(d)(3)-(5), FAR 4.803	
24. Approvals of Time and Materials	FAR 16.601(c)	
25. DSO Determination If Specification Allows for Equipment More Than 8 Yrs. Old & Not Currently in Production	FIRMR 201-39.1003	
26. Justification for the Terms of Any Options	FAR 17.205(a). FAR 1.702(b)	
27. All Options Considered in Award Evaluation	FIRMR 201-39.1701-6, FAR 17.206(b)	
28. Use of Required Factors in Cost Evaluation	FIRMR 201-29.1501	
29. Privacy Act Review	FAR 24.103	
30. Lease/Purchase Rationale	DFARS 207.401(a),	
31. Approval of Leasing		
32. Justification for Acquiring Only New Equipment	FAR 10.010, FIRMR Bulletin C-29	
33. Approval of Cost Reimbursement D&F (for all types of cost contracts)	FAR 16.301-c(c), DFARS 216.301-3,	
34. Determination for Use of Fixed Price for Development Contract	DFARS 235.006,	
35. Approval of Use of VE Clause	FAR 43.201(a)(5)	

(continued on next page)

**SAMPLE CHECKLIST FOR FINAL REVIEW**

(continued)

Action or Event	Key References	Remarks
36. SSA Approval of RFP		
37. Nonpersonal Services	FAR 37.103	
38. No Inherently Governmental Functions	OMB Policy Letter 92-1	
39. Determination to Restrict Use of Incorporation by Reference	FAR 52.102-2(a)(6)	
40. Documentation Justifying Contract Type	FAR 16.103(d)	
41. Competitive Proposal Decision	FAR 6.401	
42. Justification for Non-FOB Destination Delivery Terms	FAR 47.302(b)	
43. Determination For Use Of Special Contract Requirements & Provisions If "Commercial Items" Are Being Acquired	DFARS 211.7004-1(a)(2) and (h)(2)(ii)	
44. Non-Use of Repetitive Set-Asides	FAR 19.501(g), DFARS 219.501	
45. Submission of SF 98	FAR 22.1008-7	
46. Approval of Progress Payments	FAR 32.501-2, DFARS 232.501-2, FAR 32.502-2	
47. Approval of Warranties	FAR 46.704, DFARS 246.704	
48. Past Performance As An Evaluation Factor	OFPP Policy Letter 92-5	

## 43.1 Analyzing and Evaluating Responses to Solicitations *(continued)*

### Documentation

The specific format that you will use to develop and document recommendations may vary from one agency to another. However, the basic information that is contained in a PNM is shown in the table below.

CONTENTS OF PRICE NEGOTIATION MEMORANDUM	
	<ul style="list-style-type: none"> <li>• Purpose of the negotiation</li> <li>• Description of the acquisition, including appropriate identifying numbers (e.g., RFP No.)</li> <li>• Name, position, and organization of each person representing the offeror and the Government in the negotiation.</li> <li>• Current status of offeror's: purchasing system, when material is a significant cost element, and other systems (e.g., estimating, accounting, and compensation).</li> <li>• If certified cost and pricing data were required, the extent to which the contracting officer: <ul style="list-style-type: none"> <li>– Relied on the data submitted and used them in negotiating the price</li> <li>– Recognized as inaccurate, incomplete, or noncurrent; resulting actions by the contracting officer and offeror; effect of the defective data on the price negotiated.</li> </ul> </li> <li>• For price negotiations over \$100,000, any exemption or waiver to requiring cost or pricing data and the basis for claiming or granting it.</li> <li>• For price negotiations under \$100,000, the rationale for requiring cost or pricing data, if such had been required.</li> <li>• Summary of offeror's proposal, recommendations from field pricing report, and reasons for any pertinent variances from such recommendations. Where the determination of price reasonableness was based on cost analysis, include for each major cost element: <ul style="list-style-type: none"> <li>– Contractor's proposal</li> <li>– Field report's recommendation (if any)</li> <li>– Government's negotiation objective</li> <li>– Amount considered negotiated as part of the price</li> </ul> </li> <li>• The most significant facts or considerations controlling the establishment of the prenegotiation price objective and the negotiated price, including the rationale for any differences between the two.</li> <li>• If significant, the impact of direction from Congress, other agencies, and higher officials.</li> <li>• Basis for determining profit or fee prenegotiation objective; and profit or fee negotiated.</li> </ul>

## **SUMMARY**

In this chapter, you learned to correctly analyze and evaluate solicitations considering the areas of proposal processing, technical evaluation, and price-related factors and to document a winning proposal. In the next chapter, you will learn to apply and analyze GSBCA protest procedures.

## CHAPTER 44

# PROTEST ISSUES IN FIP RESOURCES ACQUISITIONS

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### Chapter Vignette

*“Do you realize,” asked Mark, “that you have now mentioned several times the strong possibility of a protest action following the announcement of the winning proposal in a FIP resources acquisition. Is there something especially scary here that I should know about?”*

*“I certainly don’t mean to scare you,” said Marcia, “but the fact is that some very recent acquisitions for FIP resources have not gone well. When there is a lot of money at stake and the competition is so fierce, you must understand that losing a very big procurement action can really set the losing firms back for a year or two. So you can be sure that some of the offerors are not going to stand idly by and let the Government get away with what the offerors perceive as irregularities in the acquisition process. Remember, we are talking about millions of dollars in sales and, also, of dozens or hundreds of jobs. You must understand the various options available to a protesting offeror and the protest procedures employed by the GAO and the GSBCA. You should also know some of the key precedents and decisions that continue to influence protests today.”*

### **Course Learning Objectives**

At the end of this chapter, you will be able to:

**Overall:**

Apply and analyze protest procedures.

**Individual:**

- 44.1 Identify the various options for a FIP protestor involving FIP resources.
- 44.2 Differentiate between the General Accounting Office (GAO) protest procedures and other protest procedures.
- 44.3 Identify key precedents and decisions of the GSBICA.

## Chapter Overview

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### Scope

This chapter explains how to apply and analyze protest procedures. It identifies the various options available to a dissatisfied interested party in a FIP resources acquisition. These options include a protest to the CO, protest to the agency, protest to the GAO or GSBCA, or by filing suit in the appropriate court. It also differentiates between the GAO protest procedures and the other protest procedures.

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### Definition of a Protest

A protest is a ***“written objection by an interested party to a solicitation, a proposed award, or an award of a contract.”***

Note that, under this definition, a protest can occur at almost any time during either the solicitation and award phase or after award.

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### Definition of an Interested Party

FAR 33.101
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An interested party for the purpose of filing a protest, as defined in FAR 33.101, is an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

---

### Avoiding Protests

Of course, it is almost always better to avoid a protest by an offeror or contractor. Much time, money and energy is expended by the Government in dealing with protests, so you should be sensitive to the need to minimize protests. In many cases, a vendor will protest because of some Government action or deficiency that should have been foreseen.

For example, many protests are filed over the Government’s failure to provide sufficient information to offerors, failure to follow Government regulations and procedures, or failure to plan the acquisition in a thorough manner. FIRMR Circular C-26 (Vendor complaints and agency protests) provides information on reducing vendor complaints and agency protests.

However, even if the Government does everything correctly, there is always the possibility of a protest. In fact, there is some indication that some offerors protest in order to recoup at least their costs of preparing a proposal, with little chance of winning.

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## Chapter Overview *(continued)*

### Topics in This Chapter

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SECTION	TITLE	PAGE
44.1	Options Available to the Protestor	44-5
44.2	Protest to the Agency	44-8
44.3	Protest to the GSBCA	44-9
44.4	Key Precedents and Decisions of the GSBCA	44-14
44.5	Protest to the GAO	44-15

### References

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In order to understand the procedures in this chapter, you will need access to the following references:

- The Competition in Contracting Act
- The Contract Disputes Act of 1978 (41 U.S.C. 601-613)
- FAR Part 33
- FIRMR 201-39.33
- DFARS 233.104
- FIRMR Bulletin C-26 (Vendor complaints and agency protests)
- the ADP Protest Report (published by GSA). Note that you can obtain a subscription free of charge by writing to:

ADP Protest Report  
GSA-Acquisition Evaluation and Analysis Branch (KMAD)  
Room 5116  
18th and F Streets, NW  
Washington, DC 20405

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## 44.1 Options Available to the Protestor

### Options Available to the Protestor

This section explains the options available to the protestor. The initiative in a protest action lies with the protestor, not the Government. That is, the action begins when an offeror or bidder submits a formal, written objection to a specification or proposed or final award by the Government.

### When Protests Are Filed

An offeror may choose to file a protest on any one of three different occasions in a FIP resources acquisition. For instance:

1. *Before offers are due.* An interested party may protest anytime they believe the Government has unduly restricted the requirement. An interested party may submit a protest at this time because the party thinks that the specifications are unfair, or “wired” to produce an award to a favored competitor.

For example, a specification that requires a certain proprietary computer operating system or software controlled by one offeror may be protested. The Government should have justified any restriction within the solicitation, e.g., if a particular operating system or software was specified.

2. *After offers are received, but before award.*

For example, an interested party may protest elimination from consideration as being “non-responsive,” or during the determination of the competitive range in the source selection process.

3. *After the award is announced.*

For example, an interested party may protest the award to a competitor as “unfair,” based on the evaluation factors.

NOTE: Normally there is a 10 working-days period for filing a *timely* protest.

## 44.1 Options Available to the Protestor *(continued)*

### Protestor's Four Options

FAR Part 33  
FIRMR 201-39.33

Regardless of *when* the protest is filed, the protestor has four basic options concerning the complaint. The Competition in Contracting Act (CICA) provides information for offerors who wish to protest an acquisition. You are probably already familiar with these procedures as stated in FAR Part 33. However, FIRMR 201-39.33 (Protests, Disputes and Appeals) governs protests of FIP resources awards made to the General Services Board of Contract Appeals. The four options available to the protestor under the FAR are:

1. Protest to the Agency. The simplest option for the protestor is to submit a protest to the agency's contracting officer. **Note that the Government encourages protestors to first attempt to resolve a protest within the agency.** In many cases, timely action by the contracting office on a protest will prevent further protest action.
2. Protest to ***EITHER*** the General Services Board of Contract Appeals (GSBCA), ***OR***
3. Protest to the General Accounting Office (GAO), ***AND/OR***
4. File a suit in the U.S. Claims Court.

### Disputes vs. Protests

FAR 33.2

*However, you should not confuse a contract dispute with a protest.*

FAR Subpart 33.2 discusses contract disputes and appeals. A dispute is a disagreement that arises with respect to contracting officer decisions on matters "arising under" or "relating to" a contract. A contract administration phase.

FAR 33.101

A **protest** is defined by FAR 33.101 as "a written objection by an interested party to a solicitation by an agency for offers for a proposed contract for the acquisition of supplies or services or a written objection by an interested party to a proposed award or the award of such a contract."

## 44.2 Protest to the Agency

### Protest to the Agency

The first option for an interested party is to file a protest with the contracting office that issues the solicitation. *Remember that the Government encourages resolving protests within the agency before trying the GSBICA or GAO options.*

However, you should note that whether or not a protest is resolved at the agency level, *the protestor may also file a protest at either the GSBICA or the GAO, but not both.*

### Actions When A Protest is Filed With the Agency

If...	Then..
a protestor files a protest before award	<p>you usually should not make the award until you have resolved the protest. The only exception would be a case where the supply or service is urgently required, such as in an emergency.</p> <p>For example, if supplies such as health and safety items are urgently required for worker safety, you would probably go ahead with the award despite the nature of any protest.</p>
you determine to go ahead with an award	<p>you should notify the eligible offerors that there has been a protest and request that they extend the period of acceptance for their offers, in order to preclude the need for resolicitation.</p> <p>Handle the protest in accordance with your agency's procedures.</p>
another offeror protests after a contract has already been let	do NOT terminate the contract or suspend the contract performance just because another offeror is protesting unless there are indications that the contract will be invalidated.
the contractor protests or disputes the terms or conditions of the contract after award	you may attempt to work out an agreement with the contractor or suspend work on the contract at no added cost to the Government.

## 44.3 Protest to the GSBCA

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### Protest to the GSBCA

The second option for a protestor is to file with the General Services Board of Contract Appeals (GSBCA). The GSBCA has established protest procedures. Remember, the protestor can file a protest either directly, or after failure to resolve a protest at the agency level. However, if a protest is filed at the GSBCA, it cannot also be filed later at the GAO.

---

### Background

Since GSBCA obtained jurisdiction over FIP resources protests in 1985, there have been nearly 2,000 protests concerning FIP resources awards. Fortunately, in most cases (about 80%), the Government was able to prove it had followed correct procedures in the award and administration of the procurement.

However, in nearly twenty percent of the cases, the contractor recovered some or all of the protest costs which it could substantiate. This represented an additional cost to the Government, not only in money, but in the time spent defending against the protest. Even in the majority of cases when the Government was successful, there was a cost in time and money involved. It is clearly far better to avoid protests whenever possible by following effective procedures to minimize the chance of successful protest.

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### Sequence of Events

A protest action to the GSBCA begins when the protestor provides a copy of the protest to the GSBCA. At the same time, the protestor must also provide a copy of the protest to the agency.

The protest must contain a request for a hearing on the protested action, such as a suspension of the acquisition, or a complaint about the terms, conditions or specifications in the solicitation.

The following events then occur in sequence:

1. Within one working day, you, as the Contracting Officer or Contract Specialist, must notify all sources who were solicited. If the solicitation has already closed, you must notify all offerors. You can do this either orally or in writing. Also, within one working day of receiving a copy of the protest, notify:

GSA's Acquisition Reviews Division (KAA)  
18th and F Streets, NW  
Washington, DC 20405

You can do this also by telephone: (202) 501-1566

*(Events continued on next page)*

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### 44.3 Protest to the GSBICA *(continued)*

#### Sequence of Events (continued)

2. Within five working days, you must inform, orally or in writing the GSBICA that you have notified all parties.
3. Within 10 working days after the protest is received, you must forward to the GSBICA a protest file (a so-called “Rule 4 file”) which includes the following information from your files:
  - Any information on the contracting officer’s decision which led to the protest (such as the award decision)
  - The contract (if one was already awarded) to include all the terms and conditions, modifications, specifications, plans, and any illustrations, such as engineering drawings
  - All correspondence, such as memos, letters or records or transcripts of any discussions with the offeror(s), which may be relevant to the protest
  - Any statements or any affidavits which concern the solicitation or protest
  - Copies of the solicitation and any sealed bids which were opened or any offers which were received
  - Finally, a list of all the documents which you submitted to the GSBICA.
4. Within a period of 15 days after the protest is filed, or at a time established by the GSBICA, you must then be prepared to submit your agency’s defense in support of the acquisition decisions.

The GSBICA’s goal is to resolve the protest quickly, so you can expect that it may schedule a hearing as early as 10-15 days after the protest is filed.

#### Preparing the Defense

Therefore, you have a MAXIMUM period of about 15 days during the period of time from the arrival of the protest to prepare to defend your acquisition decisions.

Make sure that you have a complete “audit trail” of documentation which shows all the recommendations and decisions which led to the award decision, or the recommendation to the SSA for award to a particular offeror. (See Chapter 40, “Processing Proposals for FIP Resources”, and Chapter 41, “Technical Evaluation of FIP Resources”).

*(continued on next page)*

### 44.3 Protest to the GSBCA *(continued)*

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#### Examples of Documents to Review

Of course, you should thoroughly review all the documents that were generated during the acquisition and award phase, especially those documents that establish the reasons for the source selection and award. This includes reviewing the key documents which you may also have to provide to the GSBCA or the GAO, such as the:

- Acquisition Plan;
- Source Selection Plan;
- Memoranda or guidance from the Source Selection Authority;
- Instructions to the evaluators or Source Selection Board;
- Notes, memos, or reports prepared by the evaluators, such as requests for information; and
- Copies of any memos or decision briefing notes on the recommended source selection given to the SSA.

Actually, if the protest concerns a timely request that the procurement authority be suspended, the GSBCA may schedule the hearing as early as 10 days after protest. Usually, the GSBCA will suspend the procurement authority during a protest, except in cases of urgent national interest.

**DO NOT WAIT UNTIL THE LAST MINUTE TO PREPARE THE DEFENSE.** You can be sure that the protestor(s) will be well prepared to attack any decisions you or other Government personnel made, so you must be thoroughly prepared to defend those decisions.

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#### GSBCA Hearing on the Merits

If the protestor(s) request a hearing on the merits of the protest, the GSBCA will usually decide to hold a hearing within 25 days after the protest is filed.

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#### GSBCA Decision

Usually, the GSBCA will announce a decision on the protest within 45 days after the protest is filed. However, in some cases, including some complex FIP resources protests, the GSBCA has determined that more time was needed.

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### 44.3 Protest to the GSBCA *(continued)*

#### Protestor's Appeal of GSBCA Decision

It may happen that the protestor will disagree with the GSBCA decision. If this occurs, the protestor may then file an appeal to the United States Court of Appeals for the Federal Circuit. for a final decision. Remember, a protestor cannot file a protest with both the GSBCA and the GAO.

An appeal to the court is a legal, rather than an administrative, appeal and occurs in only a relatively small number of cases. However, if the protestor does decide to exercise this right of appeal, it can have the effect of greatly slowing a planned FIP resources acquisition. Often, the appeal can slow the acquisition for an entire year.

#### Summary of GSBCA Protest Events

The following timeline summarizes the events when a protest is filed with the GSBCA.

Working Days	Events
0	Protestor files a protest and provides a copy to the agency
1	You notify all sources who were solicited and the GSA
5	You notify the GSBCA that you have notified all parties
10	You forward to the GSBCA a protest file (Rule 4 file)
15	The GSBCA schedules a hearing at which time you must have an agency defense against the protest
25	The GSBCA holds a hearing
45	The GSBCA announces a decision

*(continued on next page)*

### 44.3 Protest to the GSBCA *(continued)*

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#### Disposition of Protests to GSBCA

For those protests made to the GSBCA, the cases may eventually be disposed of in several ways:

- withdrawn by the protestor (about 34% of the time);
  - settled by negotiation (about 28% of the time);
  - granted (about 15% of the time);
  - denied outright (about 13% of the time) or
  - dismissed (about 11% of the time).
- 

#### Section Summary

Three main areas of concern to the contract specialist are:

- inadequate specification
  - improper evaluation criteria
  - failure to follow the established evaluation methodology in the source selection process
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## 44.4 Key Precedents and Decisions of the GSBCA

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Background	<p>This section discusses some key precedents and decisions made by the GSBCA concerning protests filed over FIP resources awards. This information is intended to help you obtain an understanding of the types and nature of protests and the most likely outcomes, based on the nature of the protests. Remember, you can obtain updated information on GSBCA decisions by subscribing (free of charge) to the ADP Protest Report.</p>
Areas of Protest	<p>Protests following FIP resources acquisitions are often made for the same reasons as awards for other supplies and services. However, according to the ADP Protest Report, there do seem to be certain areas or issues where protests are more common than others. For example:</p> <ul style="list-style-type: none"> <li>• Charges of “<i>improper evaluation</i>” by the Government during the solicitation and award phase, such as the evaluators ignoring or improperly applying evaluation factors, or applying evaluation factors that were not in the solicitation;</li> <li>• Charges of “<i>restriction of competition</i>,” such as issuing specifications and standards that were unnecessarily restrictive, or appeared to favor one offeror, such as a certain software or operating system; and</li> <li>• Charges of “<i>improper tradeoffs</i>” such as a protest that a “best value” evaluation was improper.</li> </ul>
Examples of Decisions	<p>The following is a partial sampling of some key precedents and decisions made by the GSBCA. This is to give you an overview of some of the current issues and the content of some recent decision.</p>
Improper Evaluation	<p><i>Advanced Data Concepts, Inc. v. Department of Energy</i>, GSBCA No. 11707-P. The protest concerned an evaluation requiring identification of “Key Personnel” in the proposal. The awardee did not specifically identify the key personnel required, nor their specific costs. The GSBCA granted the protest because the DOE could not have properly evaluated the Key Personnel nor their labor costs without knowing who they were.</p>

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#### 44.4 Key Precedents and Decisions of the GSBCA *(continued)*

Restriction of Competition	<i>RMTC Systems, Inc. v. Nuclear Regulatory Commission</i> , GSBCA No. 11734-P. The protest charged that the “brand name or equal” invitation for bid on modems, network control software, and modem management systems shut out all offerors except one brand name vendor. The GSBCA agreed in part and directed the agency to perform a “more thorough market survey...”
Improper Tradeoffs	<i>CompuAdd Corporation, Apple Computer, and International Data Products Corporation v. Department of the Air Force</i> , GSBCA No. 12333. The protest charged, among other things, that the Air Force had conducted a flawed “best value” analysis during evaluation of offers, in that it used an improper method for evaluating best value and conducting the tradeoffs. The GSBCA disagreed and denied the protest, stating that the regulations gave the Government considerable discretion in conducting a tradeoff analysis for best value.

## 44.5 Protest to the GAO

### Protest to the GAO

The third common option for a protestor is to submit a protest to the General Accounting Office (GAO). For protest actions concerning DoD acquisitions, you should check DFARS 233.104.

### Sequence of Events

The sequence of events for a GAO protest also begins with the filing of a protest. At the same time, the protestor must also provide a copy of the protest to the agency.

The protestor may request that you provide any documents which are related to the acquisition. *As long as these documents are releasable, you must then provide them.* If, for some reason, you believe that these documents cannot be released, you must justify the reasons for not releasing the documents to GAO.

You must also provide to the GAO a report which includes the solicitation or contract events, decisions, actions, and recommendations, and the names of any other parties who will receive the report. You must do this within 25 days of the protest.

The GAO will then schedule and conduct a fact-finding conference. Usually, within 90 working days (or 45 calendar days under the “express option”) the GAO will announce a **recommendation**. In some cases, the GAO may decide that more time is needed.

In most cases, the agency will accept the GAO recommendation to resolve the protest. However, it is possible that the agency will not accept the protest. When this happens, the head of your agency (or another designated person) must report to the Comptroller General within 60 days of the recommendation why your agency has decided not to accept or comply with the GAO recommendation.

### Filing a Suit in Court

Remember, if the GAO recommendation is against the protest, the protestor may still submit a legal appeal to the United States Court of Appeals for the Federal Circuit. That is the fourth and final option.

### **SUMMARY**

In this chapter, you learned to apply and analyze GSBCA protest procedures. In the next chapter, you will learn to apply and analyze contract monitoring procedures for FIP resources.

## CHAPTER 45

### FIP POST-AWARD CONSIDERATIONS

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#### Chapter Vignette

*“What about the contract monitoring procedures for a FIP resources acquisition, “ asked Mark. “I mean, suppose that everything else in the evaluation and selection processes goes well and even if there are no protests, is there anything different about the long term procedures for monitoring the contract that I should know about?”*

*“Yes, of course,” replied Marcia. “To be sure, there are again many similarities in the contract monitoring procedures for a FIP resources contract and for any other type of commodity, but there are a few differences, too. One key area is in contract modifications. You will recall that technology insertion and infusion can play a big role in a rapidly advancing field such as this one, and you must be prepared for it.”*

### **Course Learning Objectives**

At the end of this chapter, you will be able to:

**Overall:**

Apply and analyze contract monitoring procedures for FIP resources.

**Individual:**

- 45.1 Explain contract monitoring procedures unique to FIP resources.
- 45.2 Explain delegation of contract administration functions.
- 45.3 Generalize and contrast performance monitoring unique to FIP resources contracting, to other commodity contracting.
- 45.4 Give examples of unique requirements for FIP resources contract modifications.

## Chapter Overview

Scope	<p>This chapter presents postaward considerations, including how to apply and analyze contract monitoring procedures for FIP resources during the contract administration phase. It explains contract monitoring procedures unique to FIP resources and delegation of contract administration functions. It also generalizes and contrasts performance monitoring unique to FIP resources contracting, compared to other commodity contracting.</p> <p>Finally, it provides examples of unique requirements for FIP resources contract modifications.</p>
Focus on the Role of the Contract Specialist	<p>The focus of this chapter is on the considerations that will be required of you, the contract specialist, or Contracting Officer, during the post-award period (contract administration phase) of a FIP resources acquisition.</p>
Requirement for Coordination with the COTR	<p>As in any post-award activity, a FIP resources acquisition will require that you coordinate closely with the Contracting Officer's Technical Representative (COTR). This close coordination is essential in a FIP resources acquisition in order for you to understand whether the acquired FIP resource is performing in accordance with the stated terms and conditions of the contract and meeting all the contract requirements.</p> <p>You will recall that the COTR is the key technical representative of the Contracting Officer (CO), and is uniquely qualified to monitor technical performance, foresee difficulties, and propose solutions to technical problems which may require contractual actions, such as modifications, by you.</p> <p><i>If you fail to coordinate and communicate effectively with the COTR, there is an increased danger that the Government may fail to enforce certain rights and meet certain obligations.</i></p> <p>For example, if a contractor fails to meet a computer performance requirement, you must find this out, or else you may fail to protect the Government's interest and demand compliance by the contractor. On the other hand, if you do not learn that the Government has failed to provide Government-furnished equipment on time, you may be unable to protect against a claim by the contractor.</p>

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## Chapter Overview

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### References

In order to perform the procedures discussed in this chapter, you would normally have access to the following key references and documents:

- The contract awarded to the successful offeror.
  - The Letter of Designation from the CO to the COTR.
  - Any proposed modifications or changed requirements from a requiring agency, including recommendations from the COTR.
  - GSA publication, “*A Guide for Contracting Officers’ Technical Representatives.*”
- 

### Topics in This Chapter

This chapter contains the following topics:

SECTION	TITLE	PAGE
45.1	Contract Monitoring Procedures for FIP Resources	45-5
45.2	Contract Monitoring Procedures Unique to FIP Resources	45-12
45.3	Performance Monitoring for Telecommunications	45-15
45.4	Unique Requirements for FIP Resource Contract Modifications	45-18

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## 45.1 Contract Monitoring Procedures for FIP Resources

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### Contract Monitoring Procedures

As you already know, in any contract, it is necessary to monitor the contractor's performance in order to make sure that the supplies or services are provided according to the terms and conditions of the contract.

In many ways, the monitoring procedures used in FIP resources contracts are similar or identical to the monitoring procedures used in any other contract action. These similarities include the use of qualified technical assistance, such as COTRs, use of periodic reports, and procedures which are clear and have been explained to the contractor.

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### Explanation of Contract Monitoring Procedures

Normally, the explanation of contract monitoring procedures will be made to the contractor(s) in great detail right at the start of the project, very soon after contract award. These instructions will usually be made in a formal (written) format by the CO and will explain all the monitoring procedures to be used during the contract administration phase, during the so-called *post-award conference*. This will normally include a review of the types and formats of the reports expected from the contractor, such as monthly summaries or progress reports specified by the contracts.

In addition to the written instructions, the CO will probably choose to have the COTR present to answer any technical questions. In this regard, the explanation of monitoring procedures for a FIP resources contract is much like that for any complex acquisition.

However, you will see in a later section of this chapter that there are some contract monitoring procedures that are unique, or nearly unique, to FIP resources contracts.

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## 45.1 Contract Monitoring Procedures for FIP Resources *(continued)*

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### COTR

The first major similarity concerns use of qualified technical assistance, such as a Contracting Officer's Technical Representative (COTR), to monitor the technical aspects of the contract and report to you any failure by the contractor to meet the terms and conditions of the contract. In a complex FIP resources contract, you might even have several COTRs, for specialized areas as hardware, software, overall system integration, and training.

Often, the COTR(s) will be technically-qualified persons from the agency program office, who probably helped prepare the acquisition plan and may have served as technical evaluators during source selection. They should be qualified to evaluate technical performance, but not necessarily contractual performance. For example, they should be able to tell you whether the technical specifications are being met by the contractor.

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### Letter of Designation

The CO will assign specific responsibilities and authority for a FIP resources acquisition to the COTR(s) in a document called the *Letter of Designation*. An example of this letter is on the following page.

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**45.1 Contract Monitoring Procedures for FIP Resources** *(continued)*

Example of Letter  
of Designation for  
COTR

**Agency Letterhead**

TO: Jonathan Livingston, Jr.  
FROM: Marcia Davis, Contracting Officer  
SUBJECT: Delegation of Contracting Officer's Technical Representative

RE: Contract Number 1234567890

This is to inform you that you are hereby appointed to be the Contracting Officer's Technical Representative (COTR) for the purpose of monitoring the contractor's performance on the referenced contract.

You are hereby authorized to oversee the contractor's technical efforts to assure that such efforts conform to the terms and conditions of the referenced contract. You will be the primary point of contact between the contractor and the Contracting Officer on all matters concerning the contractor's technical efforts.

This delegation of authority does not authorize you to direct the contractor to perform any work which is not specifically stated in the contract. Also, this delegation of authority does not authorize you to take any other actions which are not specifically stated in the enclosures or attachments to this letter of delegation.

You are advised that you may incur pecuniary liability for any act on your part which is not within the scope of this delegation of authority.

You are also advised that you may not further delegate any authority. This delegation of authority is effective immediately and shall expire upon completion of the contract, unless otherwise rescinded earlier in writing by the undersigned or a successor Contracting Officer.

By signing, dating, and returning this letter to the undersigned Contracting Officer, you will acknowledge that you understand and accept the terms of this delegation and the instruction specified in the attachments.

**Marcia Davis**  
(Contracting Officer)

March 30, 199X  
(Date)

I have read and understand this delegation of authority and all attachments and I accept the delegation.

**Jonathan Livingston, Jr.**

April 15, 199X

## 45.1 Contract Monitoring Procedures for FIP Resources *(continued)*

### Instructions to the Contractor

You are responsible to instruct the contractor that he/she will respond to *technical directions* from the COTR(s), but will accept *contractual directions* only from the Contracting Officer, and that these contractual directions must be in writing, since they may alter the terms of performance, deliverables, period of performance or price(s). These instructions are in writing and are usually emphasized at the post-award conference.

### Instructions to the COTR(s)

Also, in any contract action, you are responsible to instruct the COTR(s) of their responsibility to provide only technical directions (not contractual directions) to the contractor, and to report the progress and any problems to you, along with any recommendations. You may also advise the contractor in writing of the COTR's duties and maintain this information in the contract correspondence file.

The duties assigned to the COTR may include some or all of those in the following table. (Note that this is NOT a comprehensive list of all such duties; it is merely representative.)

<b>Typical Monitoring Duties Assigned To The COTR In A FIP Resource Acquisition</b>
<ul style="list-style-type: none"> <li>• Reviewing contractor's compensation structure, insurance plans, and technical proposals;</li> <li>• Conducting post-award technical orientations and briefings;</li> <li>• Monitoring cost performance and recommending payment of contractor invoices, including labor hours, overtime, travel, and deliverables;</li> <li>• Preparing fact finding reports;</li> <li>• Drafting contract documents for contract modification and termination;</li> <li>• Performing property administration functions, including acquisition and disposal of contractor inventory;</li> <li>• Monitoring contractor performance to ensure compliance with quality assurance and contractual terms for schedule, cost and technical performance (<i>including acceptance testing</i>);</li> <li>• Monitoring user performance to determine if more training is required from the contractor(s);</li> <li>• Reviewing technical content of proposed changes;</li> <li>• Evaluating subcontractor plans and performance; and</li> <li>• Maintaining contract records.</li> </ul>

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## 45.1 Contract Monitoring Procedures for FIP Resources *(continued)*

### Importance of Acceptance Testing

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You can see that monitoring of *acceptance testing* is one of the typical duties or tasks that you might assign to the COTR(s) in the post-award phase of a FIP resources acquisition. Acceptance testing is particularly important to FIP resources acquisition and is a key tool for determining final acceptance of an offeror's technical capability.

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### Contract Monitoring Plan

The types of monitoring duties that the CO will typically assign and emphasize to the COTR in a FIP resources acquisition will depend on the terms and conditions of the acquisition. If the FIP resources acquisition is complex, the CO may even require the COTR to develop a *Contract Monitoring Plan*. This plan will explain how the Government intends to monitor the contractor's performance. In some cases, effective contract monitoring is not possible without such a plan.

For example, a large computer network installed by a contractor may be used by many Government employees at many different sites. It might be physically impossible for the COTR to visit all sites and determine contractor performance for all users. In this case, the plan might require that a number of key individuals submit frequent telephone or written reports to the COTR on contractor performance. This would usually include any information on system breakdowns and "*downtime*," when the system is not available. In fact, information on downtime can be crucial for supporting Government claims of nonperformance by the contractor.

Also, the COTR must learn as soon as possible of any disputes with the contractor's personnel or of any difficulties experienced by the Government users.

The point here is that the monitoring plan will include details on WHO will obtain WHAT information and HOW, WHEN and WHERE that information will be provided.

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## 45.1 Contract Monitoring Procedures for FIP Resources *(continued)*

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### Use of Reports

In addition to reports from the COTR, you may also rely heavily on the reports submitted by the contractor to provide you the necessary information you need to make contractual decisions.

Of course, you can require the contractor to submit detailed periodic reports (usually weekly or monthly) in a specified format to document actions such as the amount and types of work done during the reporting period, compliance with the work schedule and any problem areas. These contract reports will normally be reviewed by the COTR

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### DOD Contract Reporting

In the case of DOD acquisitions, for example, you would still use the uniform reporting requirements specified for the Defense Contract Action Data System (DCADS) as specified in DFARS Subpart 204.6 (Contract Reporting).

The format and content of the reports that you require will depend on the types of information that you need, but at the very least, you will probably require notification that milestones have been met and deliverables have been sent during the past reporting period. In addition, you may also require such information on problem areas and the anticipated work or deliverables during the next reporting period.

An example of such a periodic report for a FIP resources acquisition project is on the following page. (Note that the exact format may differ among agencies.)

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*(continued on next page)*

## 45.1 Contract Monitoring Procedures for FIP Resources (continued)

Example of  
Periodic Report

MONTHLY SUMMARY REPORT NO. 11  
CONTRACT NO. 1234567890  
Installation of Centaur Computer System

1. Period Covered: January 1, 199X to January 31, 199X.

2. Deliverables During This Period. In accordance with the master delivery schedule, components of the Centaur Computer System (CCS) were installed at the designated Government facilities in New Orleans during the period of 3-12 January 199X. This was the third of seven scheduled CCS sites to be completed and we are presently on schedule with installation. The training sessions began on schedule in New Orleans on January 13, for system administrators and key personnel. Operator training began on schedule on January 21.

3. Charges to Date: As of January 31, it is estimated that a total of \$1,777,000 have been charged for labor, \$27,000 for travel and \$11,764,000 for materials. This rate of expenditure is within the projected rates. Exact charges will be forwarded in the monthly invoice.

4. Problem Areas: Only 94 of the scheduled 176 Government operators attended the operator training at New Orleans in January. This was the only scheduled operator training session required by contract at that site. This training is critical to success of the system. Therefore, Centaur Corporation will forward a proposal for a modification to the contract to add an additional operator's class. This information was provided with a list of attendees to the COTR, Mr. Michael Sparks.

5. Projected Workload: During the next reporting period (February, 199X) it is anticipated that all files will be converted at the New Orleans site and parallel operation will begin, with full conversion to the Centaur system now scheduled for April 1, 199X.

**Henry Pomfritte**

Program Manager  
Centaur Federal Systems Division

## 45.2 Contract Monitoring Procedures Unique to FIP Resources

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### Monitoring Procedures Unique to FIP Resources

However, there are monitoring procedures which are unique to a FIP resources acquisition. These include *monitoring for liquidated damages* (for FIP support services), *maintenance downtime credits* (for maintenance contracts), *validation/compatibility* demonstrations (especially for software) and *quality assurance (QA) deduction schedules* (especially for clerical or technical support services).

---

### Liquidated Damages Clause

One problem which may arise in some large scale FIP resources contracts is liquidated damages, so some FIP support service contracts contain a *liquidated damages clause* and *formulas* to compute the liquidated damages. Maintenance downtime credit is computed in accordance with the formula designated in the contract.

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### Maintenance Downtime

Another monitoring procedure which is rather unique to FIP resources contract actions concerns maintenance downtime credits. *Maintenance downtime credits are prorations or reductions in monthly maintenance charges when equipment is inoperable.*

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### Relation to Availability

For example, suppose that a contract specifies that the contractor must furnish maintenance that a computer system for payrolls will not be out of service for more than 24 consecutive hours. If the computer system is “down” (unavailable for service) for more than 24 hours for maintenance, the Government may claim maintenance downtime credits. Again, you would rely heavily on the COTR to document the computer down time in order to obtain maintenance downtime credits.

Of course, you could not obtain maintenance credits if the computer was down due to causes external to the machine (e.g. electrical power outages), or through fault or negligence of the Government or for reasons other than those stated in the contract.

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## 45.2 Contract Monitoring Procedures Unique to FIP Resources

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### Monitoring for Downtime

Again, the key to this monitoring procedure is accurate and timely reporting of downtime by the COTR. This will require the COTR to coordinate closely with users of FIP resources and track and document the availability of the FIP resource(s).

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### Capability/ Validation Demonstrations for Software

In the case of software, a unique monitoring procedure concerns a requirement to monitor validation and capability demonstrations for software. Software is often crucial to the success of a FIP resources acquisition. The offeror(s) may make certain assertions about the effectiveness or compatibility of the software in documents such as the validation plan, the conversion plan, or the acceptance test plan. The Government will usually test these assertions in tests designed for this purpose.

A key part of some acceptance tests for FIP resources is the capability and validation demonstration for software. The COTR and other Government technical experts will review the contractor's validation plan and may also write a Government acceptance plan. However, the contractor's claims cannot be validated without a software validation or demonstration to prove that the software works as claimed and is compatible with older software and the hardware.

Usually, the COTR(s) will schedule a demonstration or acceptance test for the contractor's software. Unless the contractor's software meets specifications in a demonstration or acceptance test, the Government may refuse to accept the software.

You can see that it is essential for the COTR to be technically qualified, to coordinate closely with other technical experts and to monitor and document the software performance thoroughly to be sure it meets specifications.

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### Quality Assurance Deduction Schedules

Another contract monitoring procedure which is almost unique to a FIP resources acquisition is the use of *quality assurance (QA) deduction schedules*. You may decide to use QA deduction schedules in those FIP resources contracts where there is a requirement for technical support or clerical support. *QA deduction schedules are tables or plans of expected output*, which are agreed to by the contractor as part of the contract agreement.

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## 45.2 Contract Monitoring Procedures Unique to FIP Resources

*(continued)*

Quality Assurance  
Deduction  
Schedules  
(continued)

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These QA deduction schedules are based on measuring actual output against a standard for expected output. Then, if the contractor fails to meet the standard, the Government may deduct some percentage of payment, based on the unsatisfactory performance.

For example, if you had a contract for data entry using contractor personnel, you could calculate the expected output (such as number of pages or number of entries per day, or the expected error rate per thousand entries). Then, if the contractor failed to meet the agreed upon QA deduction schedule, the Government could deduct payment.

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Monitoring for QA  
Deduction  
Schedules

Monitoring for QA deduction schedules is sometimes made easier through automation. For example, automated systems can be set up to capture output rates and error rates for contractor data entry personnel, making the COTR's monitoring task easier. However, since the contractor will often dispute deductions for unsatisfactory performance, it is still vital that the Government document the performance by the contractor, whether or not automated procedures are used to capture the test data.

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## 45.3 Performance Monitoring for Telecommunications

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### Performance Monitoring

Performance monitoring for telecommunications requires many of the monitoring tools and procedures already discussed in this chapter. However, telecommunications presents some special performance monitoring requirements and makes use of some unique monitoring procedures.

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### Performance Monitoring for Telecommunications

Telecommunications contracts present some unique requirements for performance monitoring. In the case of telecommunications, major concerns include the amount of volume of traffic being carried, the grade of service, and the overall availability of the system. Volume is important because it affects the tolls (rates charged for service). Grade of service and availability of the telecommunications system are important because the Government must ensure a very high availability rate to carry out vital business with minimal interruptions. *In the case of telecommunications, availability refers to the amount of time a system is available for processing transactions or calls.* In some cases, you may contract with third parties (other contractors) to assist the COTR in monitoring telecommunications services.

The procedures and tools for monitoring telecommunications performance include:

- traffic studies;
- traffic forecasts;
- switch matrix reviews, and
- response time credits.

Most of these performance monitoring requirements will be the responsibility of the COTR, but you should understand what they are.

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## 45.3 Performance Monitoring for Telecommunications *(continued)*

### Traffic Studies

*Traffic studies* are studies of the telecommunications traffic, conducted within the using agency by the COTR, assisted as necessary by telecommunications experts. The COTR will usually conduct traffic studies periodically to determine the volume, frequency and high and low points of traffic.

The purpose of the traffic studies is to provide a baseline of knowledge about the traffic. For example, an agency may estimate that a new system will carry 5,000 long distance telephone calls each day, but a traffic study may show that it actually generates 7,000 such calls each day. Traffic studies are useful in predicting trends and requirements for changes in services which may later require contract modifications.

### Traffic Forecasts

*Traffic forecasts* are predictions of telecommunications requirements, based on observation of trend data gathered from earlier traffic studies and other information, such as expected changes in the agency's mission. Traffic forecasts are useful in predicting future requirements, including those that may require modifications to the contract.

For example, based on trends, a COTR may forecast that long distance telephone traffic in a certain office will triple within five years. This change in volume could have an impact on the rates that you may wish to negotiate.

### Economic Price Adjustments

If the traffic is expected to rise or fall beyond a certain level, you may be required to negotiate an Economic Price Adjustment (EPA), an increase or decrease in the contract price based on traffic volume or other contingencies. That is why these monitoring procedures can be important.

### Switch Matrix Reviews

Switch Matrix Reviews are studies of the switches allocated to the telecommunications system to determine if they provide adequate capacity for the Government's requirements. If not, there may be a requirement to increase the switching capacity by upgrading the number of circuit packs, line cards and memory.

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**45.3 Performance Monitoring for Telecommunications** *(continued)*

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Response Time  
Credits

Response Time Credits are payment credits that accrue to the Government if the contractor is late in responding to calls for maintenance. These may be used for all types of FIP resources, but are especially critical in telecommunications because the Government insists on a very high availability rate for telecommunications. For example, the Government usually demands that telephone service availability rates be well above 99 percent. If contractor maintenance personnel delay repairs, the overall availability rate will fall and Government business may suffer. Once again, the key to obtaining response time credits is thorough monitoring of the system breakdowns and response times.

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## 45.4 Unique Requirements for FIP Resource Contract Modifications

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### Change Orders and Modifications

As in any acquisition, it is likely that there may be a need to modify the contract. A *modification* is merely an authorized change to a contract after the award. A change order is an order issued by the Government and accepted by the contractor to provide a change in services. In a FIP resources contract lasting several years, you may expect several change orders and modifications.

Any modifications to the FIP resources acquisition contract may be proposed by either the contractor or by the Government. These changes may concern the delivery schedule, added work, or changes to the specifications, but the requested changes must be in writing.

For example, based on comments from users, the COTR may determine that additional training is needed, in addition to the training (if any) already in the contract. In this case, the COTR might recommend a modification, based on the technical requirement for more training.

Or, the contractor might believe that the Government personnel operating and maintaining a computer system are poorly trained and require additional training. In this case, the contractor might propose a modification to the contract. Of course, before accepting the contractor's proposal to modify the contract, you would ask the COTR to review the contractor's proposal for the modification.

If modifications are proposed by the contractor, the COTR, assisted by other technical personnel, will normally review the proposed changes for technical impact and provide recommendations to you.

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### Unilateral and Bilateral Modifications

Modifications to a FIP resources contract may be either *unilateral* or *bilateral*. If the contract specified the Government's right to incorporate unilateral modifications, then the contracting officer may simply sign a unilateral modification to the contract, binding the contractor to carry out the modification under fair and reasonable terms.

On the other hand, there may be honest disagreement concerning the scope and nature of a proposed modification. For example, the contractor may believe that the proposed scope of work for a modification should cost considerably more than the Government is willing to pay. In this case, it may be necessary for you to negotiate the terms and conditions of the modification(s), and both the contracting officer and the contractor will then sign a supplemental agreement or bilateral modification to the contract.

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## 45.4 Unique Requirements for FIP Resource Contract Modifications

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### Impact of Modifications

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Of course, in any modification (unilateral or bilateral), you must consider the impact of such factors as time, scope, available funding, and extent of competition.

- *Time* —modifications to a FIP resources contract can be quite complex and require considerable time to plan, review and negotiate. Make sure that the COTR has sufficient time to review the proposed modifications and provide recommendations to you. If it is possible to foresee or predict a requirement far enough in advance, you should be able to write an *option* into the contract, rather than try to rush a modification to the contract later.
  - *Scope* —the scope of work proposed in the modification must be fair and reasonable to both the Government and to the contractor. Again, the COTR should be able to advise you as to the contractor's capability
  - *Available funding* —funding must be available for the proposed modification.
  - *Extent of competition* —do not try to use a modification to a FIP resources acquisition as a way to avoid the requirements for competition. On some long term contracts, there can be a tendency to keep modifying the existing contract, constantly adding new contractor tasks, rather starting a new solicitation to meet the requirements for competition.
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## **SUMMARY**

In this chapter, you learned to apply and analyze contract monitoring procedures for FIP resources.

<b>Accreditation</b>	A formal declaration by a designated approving authority (DAA) that an automated information system is approved to operate in a particular security mode, using a prescribed set of standards.
<b>Acquisition</b>	The acquiring by contract, with appropriated funds, of supplies or services (including construction) by and for the use of the Federal Government through purchase or lease, whether the supplies or services are already in existence or must be created, developed, demonstrated, and evaluated. Acquisition begins at the point when agency needs are established and includes the description of requirements to satisfy agency needs, solicitation and selection of sources, award of contracts, contract financing, contract performance, contract administration, and those technical and management functions directly related to the process of fulfilling agency needs by contract.
<b>Acquisition Plan</b>	A plan for an acquisition which serves as the basis for initiating the individual contracting actions necessary to acquire a system or support a program.
<b>Acquisition Planning</b>	The process by which the efforts of all personnel responsible for an acquisition are coordinated and integrated through a comprehensive plan for fulfilling the agency need in a timely manner and at a reasonable cost: includes development of an overall strategy for managing the acquisition.
<b>Agency Procurement Request (APR)</b>	a request by a Federal agency for GSA to acquire Federal information processing(FIP) resources or for GSA to delegate the authority to acquire FIP resources.
<b>Agency-Unique Standards</b>	<p>In cases where there are no Federal, national, or international standards, the FIRMR requires agencies to consider the development and use of standards for the agency.</p> <p>However, two major restrictions apply.</p> <p><b>First</b>, such standards must NOT violate the requirements for “full and open competition” in the Competition in Contracting Act.</p> <p><b>Second</b>, agencies planning to use an agency-unique standard must coordinate with NIST.</p>
<b>Allocation</b>	A system of dividing expenses and incomes among various branches, departments, etc., for a particular purpose.
<b>Allotment</b>	A share of funds granted to divide or distribute.

<b>Alternate Standard</b>	A standard other than a Federal standard. The head of the agency may permit use of such an alternate standard and the standards <b>must</b> be more stringent than the applicable federal standards <b>and</b> contain at least the functional provisions of the applicable federal standard.
<b>Analysis of Alternatives</b>	A process to identify, compare, and evaluate various alternatives to determine which alternative is the most advantageous to the Government. (FIRMR 201-20.2)
<b>Analytic Modeling</b>	A special type of FIP resources testing which uses a mathematical model of the system to represent the actual components and actions. The analytic model mimics the difficulty, speed, and other requirements that will be imposed on the “real world” FIP resource and predicts whether the real FIP resource will meet the requirements.
<b>Application Software</b>	A series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations necessary to process requirements. Application software may be either machine-dependent or machine-independent and may be general-purpose or designed to satisfy the requirements of a specialized process or a particular user.
<b>Apportionment</b>	Money taken from the Treasury to set apart or authorize for some specific purpose.
<b>Appropriation</b>	The approving of funding for an authorized activity The second stage in the funding process.
<b>Augmentation</b>	Adding to or upgrading existing FIP hardware or software to increase its productivity or prolong its useful life.
<b>Authorization</b>	The approving of activities for funding. The first stage in the funding process.
<b>Authorization Legislation</b>	A law which permits the establishment or continuation of Federal programs and agencies. Authorizing legislation is normally required before the enactment of budget authority, and such authority is normally provided in a separate appropriations act.
<b>Benchmarking</b>	The construction of user tests to verify performance of a proposed system by measuring its ability to execute a group of user programs that are representative of the projected workload within certain predetermined user time requirements.

<b>Benefit-Cost Analysis</b>	A special type of analysis done to determine the relative benefits of a course of action compared to the relative costs. In a benefit-cost analysis, you compare projected and present value benefits against the projected and present value of the costs.
<b>Benefit-Cost Ratio</b>	A number derived by dividing an alternative's present value benefits by present value costs. Benefit-cost ratio is one of several measures used to compare alternatives in a benefit-cost analysis.
<b>Best And Final Offer (BAFO)</b>	In competitive negotiations, proposals prepared by offeror in the competitive range following completion of discussions and receipt of a written request for BAFOs from the contracting officer.
<b>Best Value Concept</b>	The concept that allows award to the offeror providing the greatest value to the government in terms of trade-off between price/cost and technical/business merit. One or more of the factors other than cost or price are evaluated using multiple distinctions of merit.
<b>Beta Version</b>	A prototype version of software, before complete "debugging."
<b>Board of Contract Appeals (BCA)</b>	An instrumentality of a Federal department or agency which hears contractor appeals of contracting officer decisions on claims arising under or relating to a contract subject to the Contract Disputes Act.
<b>Brand Name Description</b>	A purchase description that identifies a product by its brand name and model or part number or other appropriate nomenclature by which the product is offered for sale.
<b>Brand Name or Equal Breakeven</b>	A commercial software product or its equivalent.  The point at which cumulative benefits equal cumulative costs. Breakeven points are based on projected (not discounted) benefits and costs. Breakeven is one of several measures used to compare alternatives in a benefit-cost analysis.
<b>Brokers</b>	Function as agents between buyers and sellers and charge a commission which adds to the cost of the acquisition. Brokers may sometimes be contacted in market research for FIP resources which are known to be out of production (no longer manufactured), are difficult to locate, but are still required by an agency.
<b>Brooks Act of 1965</b>	Governs the acquisition and use of information technology in the federal government. This act was passed largely because Congress had become concerned that agencies' computer acquisition practices had resulted in the dominance of a single vendor in the federal government's computer inventory.

<b>Budget</b>	A plan for the coordination of resources and expenditures, based upon revenues received; an itemized allotment of funds for a given period.
<b>Bundling</b>	This is the term used for selling hardware with software already loaded. Normally, the use of <i>bundling</i> is discouraged in Government acquisitions, because it may discourage competition and may lock the agency into software it does not want or need, or that is incompatible with existing agency software.
<b>Call Detail Report</b>	In accordance with FIRMR Bulletin C-13, this means a record of long distance telephone calls showing the originating number; destination number; city and state; date and time of day the call was made; and the duration of the call. (Note that the Call Detail Report can provide a valuable tool to track the use or abuse of telephone service, but is subject to some restrictions.)
<b>Capability validation</b>	<p>The technical verification of the ability of a proposed FIP system configuration, replacement component, or the features or functions of its software, to satisfy functional requirements. The intent is to ensure that the proposed FIP resource can provide the required functions. FIP performance requirements are not implied or measured in the validation. Examples of capability validation include:</p> <ul style="list-style-type: none"><li>(a) Operational capability demonstrations (OCDs) of the functions of the hardware, operating system, or support software;</li><li>(b) Verification of conformance with information processing standards;</li><li>(c) Expert examination of the technical literature supplied with the offer;</li><li>(d) Contacts with other users of the proposed information processing resource; and</li><li>(e) Vendor certification of conformance with the functional requirements.</li></ul>
<b>Central Office of Record (COR)</b>	In accordance with FIRMR Bulletin C-19, this means a central office within an agency or organization that maintains and safeguards records of accountable communications security (COMSEC) materials received or created by Government organizations subject to COR oversight.
<b>Central Processing Unit (CPU)</b>	The portion of a computer that includes circuits controlling the interpretation and execution of instructions. It executes programmed instructions, performs arithmetic and logical functions on data, and controls in put/output functions

<b>Centrally-managed Item</b>	In DoD acquisitions, any item or system (such as a computer) which is centrally procured and managed on a DoD-wide or military service-wide basis.
<b>Centrex Service</b>	A service offered by operating telephone companies which provides, from the telephone company office, functions and features comparable to those provided by a PBX.
<b>Certification</b>	The comprehensive evaluation of the technical and nontechnical security features of an automated information system and other safeguards, made in support of the accreditation process, that establishes the extent to which a particular design and implementation meet a specified set of security requirements.
<b>Clarification</b>	A communication with an offeror for the sole purpose of eliminating irregularities, informalities, or apparent clerical mistakes in the proposal.
<b>Commerce Business Daily</b>	A publication of the U.S. Department of Commerce in which Government agencies are required to announce (IFBs and RFPs) procurement invitations, contract awards, and sales of surplus property. A new edition of the CBD is issued every business day. Each edition contains approximately 500-1,000 notices. Each notice appears in the CBD only
<b>Commercial Software</b>	Software developed at the contractor's expense and available for sale or leasing to the general public.
<b>Commercial Warranty</b>	A commercial warranty is a written guarantee of the integrity of a product and of the maker's responsibility for the repair or replacement of defective parts (in the case of hardware) or the entire product (such as an application software package).
<b>Commitment</b>	An administrative reservation of funds, e.g. a requisition.
<b>Common Distributable Charge</b>	In accordance with FIRMR Bulletin C-15, this means a charge that GSA adds to the cost of each agency line served by a GSA-provided local service entity to recover management and overhead costs. This charge comprises those costs applicable to the particular local service entity as a whole and are not identified to any particular line or agency.
<b>Common-Use Software</b>	Software that deals with applications common to many agencies that would be useful to other agencies, and is written in such a way that minor variations in requirements can be accommodated without significant programming effort.

<b>Communications Security (COMSEC)</b>	In accordance with FIRMR Bulletin C-19, this means communications security systems, services and concepts that constitute protective measures taken to deny unauthorized persons information derived from telecommunications of the United States Government related to national security and to ensure the authenticity of any such communications.
<b>Compatibility-Limited Requirement</b>	A statement of FIP resources requirements expressed in terms that require the items to be compatible with existing FIP resources” (FIRMR 201-4.001).
<b>Compatibility-Limited Specifications</b>	Specifications which state that the required software must be compatible with existing hardware and/or software on hand in the requiring agency.
<b>Competing Contractor</b>	FAR 3.104-4(b)A competing contractor with respect to any procurement is any entity (such as an individual, partnership, corporation, educational institution, nonprofit or not for profit organization, or business unit) legally capable of entering into a contract or subcontract in its own name, or is reasonably likely to become, a competitor for or recipient of a contract or subcontract under that procurement. This term includes any other person acting on behalf of such an entity. It also includes the incumbent contractor in the case of a contract modification.
<b>Competitive Range</b>	All proposals that the CO determines have a reasonable chance of being selected for award, based on cost or price and other factors that were stated in the solicitation. Unless the CO decides to award without discussions, the CO must conduct written or oral discussion with all responsible offerors who submit proposals within the competitive range.
<b>COMSEC</b>	COMmunications SECurity systems, services, and concepts that constitute protective measures taken to deny unauthorized persons information derived from telecommunications of the United States Government related to national security and to ensure the authenticity of any such communications.
<b>Consolidated Local Telecommunications Service</b>	In accordance with FIRMR Bulletin C-15, this means local communications service provided by GSA to all Federal agencies located in a building, complex, or geographical area.
<b>Consolidated Local Telecommunications Service</b>	Local communications service provided by GSA to all Federal agencies located in a building, complex, or geographical area.

<b>Contracting Officer (CO)</b>	An agent of the Government (see “agency”) with authority to enter into, administer, or terminate contracts and make related determinations and findings.
<b>Contracting Officer’s Representative (COR)</b>	Represents and assists the CO and monitors performance. Accepts contract deliverables.
<b>Contracting Officer’s Technical Representative (COTR)</b>	Performs technical monitoring of contractor actions, as assigned by the CO. Serves as technical liaison. Accepts or rejects deliverables.
<b>Conversion Study</b>	A study conducted to determine the costs, risks, and magnitude of conversion from installed FIP resources to augmentation or replacement resources. (FIRMR 201-4.001 and 201-20.203-4)
<b>Copyright</b>	An original arrangement of information which the author can protect by a copyright notice on the material at time of publication. Copyrights are observed for the life of the author plus fifty years.
<b>Cost Analysis</b>	The review and evaluation of the separate cost elements and proposed profit of (a) an offeror's or contract's cost or pricing data and (b) the judgmental factors applied in projecting from the data to the estimated costs in order to form an opinion on the degree to which the proposed costs represent what the cost of the contract should be, assuming reasonable economy and efficiency.
<b>Cost Effectiveness Analysis</b>	A special type of analysis done to compare the relative costs of several alternatives. A cost effectiveness analysis is a benefit-cost analysis without the benefits. It is used when the benefits are the same for all alternatives or when benefits can’t be quantified (as in defense systems).
<b>Cost Or Pricing Data</b>	All facts as of the date of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective contractor's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.

<b>Customer Premises Equipment (CPE)</b>	All telecommunications equipment and inside wiring located on the customer side of the demarcation point (demark), the point established in a building or complex to separate customer equipment from telephone company equipment.
<b>Customized Packaged Software</b>	Commercial software which provides certain functions already “built in,” but requires additional software development in order to provide all the functions required by the requiring agency. Customized software often requires significant vendor support services, such as design, training, and maintenance. You may obtain these support services at the time of acquisition from the same vendor, or from a third party.
<b>Cut-Over</b>	The physical changing of lines from one telephone system to another, or the installation of a new system. According to Newton’s Telephone Dictionary, there are two types of cutovers, flash and parallel. A flash cut-over occurs when the existing telephone traffic is completely changed from the “old” to the “new” system all at once (usually over a weekend when there is no office telephone traffic.) A parallel cut-over occurs when the old system is left in operation and the new one is installed around it. (For a time there are two systems operating.) (Note that one key factor you must consider in acquiring telecommunications is the requirement for a cut-over period.)
<b>Data</b>	Recorded information regardless of the form or the media on which it may be recorded.
<b>Data Encryption Standard</b>	A cryptographic algorithm for the protection of unclassified data, published in Federal Information Processing Standard (FIPS) 46.
<b>Data Encryption</b>	The process of encoding data transmitted, received, handled, or otherwise processed by any information processing equipment.
<b>Data Linking</b>	The ability to embed references to data which has been developed with another application within the current application. For example, a common use of data linking is linking a word processing application to a spreadsheet package. It uses “dead links,” “live links” or “object-oriented programming” (OOP).

<b>Delegation of Procurement Authority (DPA)</b>	<p>A term that refers to GSA’s formal assignment to other agencies of its statutory authority to acquire “ADPE” (defined to include services and telecommunications). GSA delegates authority in three ways:</p> <ul style="list-style-type: none"> <li>• Regulatory Delegations,</li> <li>• Specific Agency Delegations, and</li> <li>• Specific Acquisition Delegations.</li> </ul>
<b>Department of Defense Index of Specifications and Standards (DODISS)</b>	<p>The DOD publication that lists unclassified Federal and military specifications and standards, related standardization documents, and voluntary standards approved for use by DOD.</p>
<b>Designated Senior Official (DSO)</b>	<p>(a) The senior official designated by executive agencies pursuant to the Paperwork Reduction Act to be responsible for carrying out the agency’s IRM functions (see 44 U.S.C. 3506); or (b) The senior IRM official designated by the agency head for Federal agencies not subject to the Paperwork Reduction Act to be responsible for acquisitions of FIP resources made pursuant to a DPA.</p>
<b>Design Specification</b>	<p>A purchase description that establishes precise measurements, tolerances, materials, in process and finished product tests. Quality control, inspection requirements, and other specific details of the deliverable.</p>
<b>Deviation</b>	<p>(a) The issuance or use of a policy, procedure, practice, solicitation provision, contract clause, or method pertaining to the acquisition, management, or use of FIP resources that is inconsistent with the FIRMR,</p> <p>(b) The omission or modification of any policy, procedure, practice, solicitation provision or contract clause required by the FIRMR, or</p> <p>(c) The authorization of lesser or greater limitations on the delegation, use, or application of any policy, procedure, solicitation provision, or contract clause prescribed by the FIRMR, except that this does not preclude an agency from setting delegation thresholds at more restrictive levels than those established by the FIRMR.</p>
<b>Disbursement</b>	<p>Payment for a legal liability of the Government.</p>
<b>Discount Factor</b>	<p>A multiplier, varying by interest rate and time, used to discount future costs and benefits to their present values.</p>

<b>Discount Rate</b>	The rate used to develop discount factors which convert future costs to their present value. Discount rates are based on what the United States Treasury pays to borrow money for periods from 91 days to 30 years. These rates are published in OMB Circular A-94 and are updated annually at the time of the President's budget submission to Congress. Rate updates are also available upon request from OMB's Office of Economic Policy at (202) 395-3391.
<b>Discounting</b>	The process of converting future dollars to their present values by multiplying future dollars times a discount factor.
<b>Down Time</b>	The period of time during which a FIP resource is not available due to malfunction, maintenance, or other causes. This can include repair time.
<b>Embedded FIP Equipment</b>	Equipment that is an integral part of the product, where the principal function of the product is not the "automatic acquisition, storage, manipulation, management, movement, control display, switching, interchange, transmission, or reception of data or information.
<b>Employee</b>	The term "employee" includes contractors, subcontractors, consultants, experts, or advisors (other than a competing contractor) acting on behalf of, or providing advice to, the Government with respect to any phase of the procurement concerned.
<b>Evaluation Factors</b>	Descriptions of those aspects of an offer that are evaluated to assess which offer provides the proposal to best meet the Government's requirements as described in the solicitation. See also Cost/Price Factors and Technical Factors.
<b>Evaluation Standards</b>	A predetermined level of merit against which proposals are measured. Standards are usually a statement of the minimum level of compliance with a requirement which must be offered for a proposal to be considered acceptable.
<b>Excess FIP Equipment</b>	FIP equipment controlled by a Federal agency but no longer required for its needs.
<b>Expenditure</b>	The act of disbursing funds; a charge against available funds; a cost.
<b>Expense/ Investment Criteria</b>	If the total FIP system cost is more than the dollar threshold established by Congress in the appropriations legislation, then all components must be funded as an investment (procurement appropriation). If the total system cost is less, then the components are considered as an expense and funded under operations and maintenance funds.

<b>Facsimile Machine (FAX)</b>	The process by which fixed graphic materials, including pictures or images, is scanned and the information converted into electrical signals that may be transmitted over a telecommunications systems and used to record a copy of the original.
<b>Federal Acquisition Regulation (FAR)</b>	Uniform policies and procedures for acquisition by executive agencies. The FAR is jointly prescribed, prepared, issued and maintained by the Department of Defense, the General Services Administration, and the National Aeronautics and Space Administration.
<b>Federal Agency</b>	Any executive agency or any establishment in the legislative or judicial branch of the Government, except the Senate, the House of Representatives, the Architect of the Capitol, and any activities under the Architect's direction.
<b>Federal Property and Administrative Services Act of 1949</b>	This Act created GSA: "to provide for the Government an economic and efficient system for...the procurement and supply of personal property and nonpersonal services, including related functions such as contracting..."
<b>Federal Information Processing (FIP) Resources</b>	Any equipment or interconnected system or subsystems of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception, of data or information
<b>Federal Security Telephone Service (FSTS)</b>	In accordance with FIRMR Bulletin C-19, FSTS is a worldwide secure voice service designed to protect sensitive and classified voice transmissions.
<b>Federal Specification or Standard</b>	A specification or standard issued or controlled by the General Services Administration and listed in the GSA Index of Federal Specifications Standards, and Commercial Item Descriptions.
<b>Federal Telecommunications Standards (FED-STDS)</b>	FIRMR 201-20.303 defines these as official Government publications relating to standards developed by the National Communications System under delegation from GSA. FED-STDS include those categories in the Federal Supply Class (FSC) for "Telecommunications" of the Federal Standards Program as redefined as Automatic Data Processing Equipment by Public Law 99-500. (Note that in researching standards for a telecommunications acquisition, you should refer program office or agency technical personnel to these standards as a basic reference for developing the acquisition plan and include reference to these standards, as appropriate, in the solicitation.)

<b>Federal Telecom-munications System (FTS)</b>	FIRMR 201-4.001 defines this as the umbrella for local and long distance telecommunications services, including FTS2000 long distance services, provided, operated, managed, or maintained by GSA for the common use of all Federal agencies and other authorized users. (Note - FTS2000 is the largest and best known of these and is discussed in detail elsewhere in this chapter.)
<b>Federal Telecom-munications System</b>	The umbrella of local and long distance telecommunications services, including FTS2000 long distance services, provided, operated, managed, or maintained by GSA for the common use of all Federal agencies and other authorized users.
<b>File Conversion Utilities</b>	Software programs used to convert data between the de facto standard and a vendor's proprietary software package. Contractors are usually willing to provide file conversion utility programs as part of a commercial software package.
<b>File Import/Export</b>	The ability to read and write data files directly to or from a de facto standard format. The most commonly used method to do this is ASCII.
<b>File Security</b>	The means by which access to computer files is limited to authorized users only.
<b>Financed Requirement</b>	Funds are set aside in the budget to support that acquisition
<b>FIP Maintenance Services</b>	The examination, testing, repair, or part replacement functions performed on FIP equipment or software."
<b>Financial Management Systems</b>	Financial management systems are the financial systems and the financial parts of other information systems.
<b>Financial Systems</b>	Financial systems are information systems with one or more applications that: <ul style="list-style-type: none"><li>• Collect, process, maintain, transmit, and report data about financial events;</li><li>• Support financial planning or budgeting activities;</li><li>• Accumulate and report cost information; and</li><li>• Support the preparation of financial statements.</li></ul>

<b>FIP Services</b>	Any service, other than FIP Support Services, performed or furnished by using FIP equipment or software.
<b>FIP Support Services</b>	Any commercial nonpersonal service, including FIP maintenance, used in support of FIP equipment, software, or services. <ul style="list-style-type: none"> <li>• <b>Principal Period of Maintenance (PPM)</b> —defined as the normal business period or hours required by the specific operation (e.g., 8 A.M. to 5 P.M.) plus one hour for lunch, or the hours required for the specific operation.</li> <li>• <b>Other Than Principal Period of Maintenance (OPPM)</b>—defined as any other than PPM.</li> </ul>
<b>Firmware</b>	Software in fixed or wired-in storage. Sometimes called hard software.
<b>Functional Specification</b>	A purchase description that describes the deliverable in terms of performance characteristics to satisfy the intended use.
<b>Fund Cite</b>	An administrative citation or accounting symbol listing agency, appropriation, program, etc.
<b>General Services Board of Contract Appeals (GSBCA)</b>	The GSBCA is a board which, among other responsibilities, has statutory authority to hear protests filed with it relative to an agency's handling of solicitations for acquisition of automated data processing (ADP) equipment or related resources.
<b>Government Property</b>	All property owned by or leased to the Government or acquired by the Government under the terms of the contract. It includes both (1) Government-furnished property and (2) property acquired or otherwise provided by the contractor for performing a contract and to which the Government has title.
<b>Government Furnished Property</b>	Property in the possession of, or directly acquired by, the Government and subsequently made available to the contractor.
<b>Government-Furnished Services</b>	According to FIRMR Bulletin C-18, means those services directly acquired by the Government and subsequently made available to a contractor.
<b>Government Purpose License Rights (GPLR)</b>	The rights to use, duplicate or disclose data in whole or in part and in any manner, <i>for Government purposes only</i> , and to have or permit others to do so for Government purposes only.

<b>Graphical User Interface (GUI)</b>	The use of “icons” or objects which represent a function on the computer screen (usually in a “pull down menu”). The user activates the function by pointing at the icon with a “mouse.” Common examples include the Macintosh and Microsoft Windows.
<b>GSA Index of Federal Specifications, Standards and Commercial Item Descriptions</b>	The GSA publication that lists Federal specifications and standards, including supplements, that have been implemented for use by all agencies.
<b>Gratuity or Other Thing of Value</b>	FAR 3.104-4(f) A "gratuity or other thing of value" is any gift, favor, entertainment, or other item having monetary value. The phrase includes services, conference fees, vendor promotional training, transportation, lodging and meals, as well as discounts not available to the general public, and loans extended by anyone other than a bank or financial institution.
<b>Head of The Contracting Activity (HCA)</b>	The official who has overall responsibility for managing the contracting activity.
<b>Hostile Software</b>	Software programmed to delay, damage, or destroy other software.
<b>Hybrid Test Methods</b>	A combination of different types of FIP resources testing used when no one type of testing is suitable for a specific acquisition.
<b>Incidental Use</b>	FIP resources acquired by a contractor are incidental to the performance of a contract when:(i) None of the principal tasks of the contract depend directly on the use of the FIP resources, OR(ii) The requirements of the contract do not have the effect of substantially restricting the contractor’s discretion in the acquisition and management of FIP resources, whether the use of FIP resources is or is not specifically stated in the contract. [FIRMR 201-1.002-1(b)(2)]
<b>Information Accessibility</b>	FIRMR Bulletin C-10 identifies this as the application or configuration of FIP resources in a manner that accommodates the functional limitations of individuals with disabilities so as to promote productivity and provide access to work-related or public information resources. An example in telecommunications would be the use of Telecommunications Devices for the Deaf (TDDs) or special headphones to provide louder signals.

<b>Information Resources Management</b>	The planning, budgeting, organizing, directing, training, promoting, controlling, and management activities associated with the burden, collection, creation, use and dissemination of information by agencies, and includes the management of information and related resources, such as Federal information processing resources.
<b>Information System Security (INFOSEC)</b>	According to FIRMR Bulletin C-19, means a composite of factors necessary to protect FIP systems and the information they process to prevent exploitation through interception, unauthorized electronic access, or related technical intelligence threats, and to ensure authenticity. This protection results from the application of security measures; including cryptosecurity, transmission security, emission security, and computer security, to systems that generate, store, process, transfer, or communicate information of use to an adversary, and also includes the physical protection of sensitive material and sensitive technical security. (Note - for a more complete discussion of security issues, see Chapter 19, "Computer Security for FIP Resources Acquisitions.")
<b>Information Systems Planning</b>	Development of requirements analysis, acquisition plan, and detailed statement of requirements with specifications and standards. Example: Develop documents and specifications to acquire 250,000 handheld computers under an indefinite quantity, indefinite delivery contract for firm fixed price. Program managers, possibly IRM managers or "Trail Boss," technical and contracting office personnel
<b>Inherently Long Distance Feature</b>	Defined by FIRMR Bulletin C-18 as a feature that can be provided only as part of or by a long distance network.
<b>Integrated Software Packages</b>	Computer software applications packages which are fully linked and offer multiple applications, usually word-processing, graphics and spreadsheets. An example is Microsoft's "Works."
<b>Intellectual Property</b>	Any <i>intangible</i> property, such as an idea, for which a developer claims credit and rights of development, and includes designs, technical data and written documentation which did not previously exist before the owner developed it.

<b>Integrators</b>	Specialize in selling integration services for FIP resource products. Normally, integrators do NOT manufacture FIP products (major components), although they may make some key devices that allow equipment made by different OEMs or other sources to communicate and operate with one another. They put together the components of a FIP system and make them work. Integrators may provide both products and services—or just services. Integrators are also called system integrators.
<b>Intercity</b>	According to FIRMR Bulletin C-18, as it applies to FTS2000, means a telecommunications transmission between two or more locations that cannot be accomplished within a local service area. “Intercity” and “long distance” mean the same thing.
<b>Interim Standard</b>	a standard that has not been permanently adopted by the Federal Government, but which may be used in an acquisition for FIP resources if it is to the agency’s advantage.
<b>Intermediate File Formats</b>	A format used when the conversion utility does not work with a file conversion utility because it cannot convert directly to a de facto standard. In this case, a software package first converts the proprietary file to an intermediary and another software package then converts the intermediary file into a proprietary file.
<b>Interoperability</b>	The ability of FIP resources to provide services to and accept services from other FIP resources and to use the services so exchanged to enable them to operate effectively together.
<b>Lease-Purchase Analysis</b>	Determines whether leasing or purchasing is the most economical way to finance the acquisition.

## Licensing Agreements

Types of licensing agreements include:

- **Enterprise**—is for use by any site or location connected with an enterprise, project, or program. Enterprise can be defined as a physical location or an entire agency.
- **Exclusive**—only one licensee is authorized to use
- **Multiple Site License**—for use at several sites
- **Nonexclusive**—multiple users are authorized to use
- **Perpetual**—one-time payment and use forever
- **Single Site License**—for use at a single location, such as one research lab.
- **Term**—limited use for month or year, etc.
- **Unlimited License**—for very widespread use, may apply to Government-wide use by all agencies and allow release to other parties with no limitations. Normally, the Government prefers the broadest possible licensing arrangements for maximum flexibility, while observing the valid concerns of the owner or offeror.

## Limited Rights

Rights to use, duplicate, or disclose technical data, in whole or in part, by or for the Government, with the express limitation that such technical data shall NOT, without the written permission of the party asserting limited rights, be:

- released or disclosed outside the Government;
- used by the Government for manufacture, or in the case of computer software documentation, for preparing the same or similar computer software;
- used by a party other than the Government, except that the Government may release or disclose technical data to persons outside the Government, or permit the use of technical data by such persons if such release or disclosure is necessary for emergency repair and overhaul; or is a release or disclosure of technical data (other than detailed manufacturing or process data) or use of such data by a foreign government that is in the interest of the Government and is required for evaluation or informational purposes.”

## Live testing

A FIP resources testing procedure that does not require the software or hardware be tested on all aspects of performance and capabilities. Instead, Government technical personnel select only certain aspects of capability and performance for testing.

<b>Local Network</b>	Defined by FIRMR Bulletin C-18, as locations within a local service area, interconnected by communications circuits.
<b>Local Service Area</b>	Defined by FIRMR Bulletin C-18, as service within a 25 mile radius, within a Local Access and Transport Area (LATA), or within a metropolitan area.
<b>Long Distance Telephone Service</b>	FIRMR 201-4.001 defines this as any service or facility purchased with Government funds for completing telephone calls outside of the local service area.
<b>Lowest Overall Cost</b>	<p>The least expenditure of funds over the system life, price and other factors considered, including, but not necessarily limited to—</p> <ul style="list-style-type: none"><li>(a) prices for the FIP resources,</li><li>(b) the present value adjustment, if used, and</li><li>(c) the identifiable and quantifiable costs—<ul style="list-style-type: none"><li>(1) directly related to the acquisition and use of the FIP resources,</li><li>(2) of conducting the contract action, and</li><li>(3) of other administrative efforts directly related to the acquisition process.</li></ul></li></ul>
<b>Maintenance Update</b>	A more extensive change to a commercial software package than a minor modification. A maintenance update may contain a number of new upgrades of features.
<b>Major System</b>	OMB Circular A-109 defines a major system as “that combination of elements that will function together to produce the capabilities required to fill a mission need.” The elements may include hardware, equipment, software, construction, or real property.
<b>Mandatory-for-Consideration</b>	Source is one used when it satisfies the requirement AND is the most advantageous alternative.
<b>Mandatory-for-Use program</b>	A mandatory program unless a GSA exception has been granted.
<b>Market Research</b>	Collecting and analyzing information about the entire market available to satisfy agency needs to arrive at the most suitable approach to acquiring, distributing, and supporting supplies and services.
<b>Microwave</b>	A term loosely applied to those radio frequency wavelengths that are sufficiently short to exhibit some of the properties of light, e.g., they are easily concentrated into a beam.

<b>Minor Modification</b>	A relatively minor change to existing software, usually adding or enhancing a particular feature
<b>Modem</b>	Acronym for MOdulator-DEModulator. A device that modulates and demodulates signals. For example, a computer modem modulates (translates) computer signals into a form suitable for transmission over telephone lines and demodulates (converts) telephone signals back into a form suitable for a computer.
<b>Most Advantageous Alternative</b>	The alternative which provides the greatest value to the Government over the system life, in terms of price, cost, quality, performance and any other relevant factors. (FIRMR 201-20.203-4)
<b>Multi-user Software</b>	Intended to be used on a minicomputer, mainframe computer or server, may require the services of technical personnel to install, maintain and periodically service, but requires no modification to the applications package itself.
<b>National Security and Emergency Preparedness (NSEP)</b>	Those physical, technical, and administrative characteristics of FIP systems that will ensure a prescribed level in times of national or other emergencies, including nuclear attack.
<b>Net Present Value</b>	The difference between the present value of benefits and the present value of costs; sometimes referred to as a net benefit when benefits exceed costs, or a net cost when costs exceed benefits. Net present value is one of several measures used to compare alternatives in a benefit-cost analysis.
<b>Network</b>	A combination of terminals and circuits in which transmission facilities interconnect the user stations
<b>New Equipment</b>	Equipment that has never been installed.
<b>New Version</b>	Commercial software that is intended to supersede or replace the older versions available to the public. Usually, a new version of commercial software contains many features that are not available with the older versions and may even be fully or partly incompatible with the older versions.
<b>Nominal Discount Rates</b>	Discount rates that <i>are adjusted</i> for the effect of actual or expected inflation or deflation. Nominal rates are normally used for budgeting, lease-purchase determinations, and cost evaluation. You will find these rates in Appendix C of OMB Circular A-94.

<b>Non-inherently Long Distance Features</b>	Those features that can be provided without the use of a long distance network (FIRMR Bulletin C-18).
<b>Obligation</b>	A legal reservation of funds; a contract; an agreement enforceable by law: budgetary resources must be available before an obligation can be incurred legally.
<b>Obligation of Funds</b>	Legally binding commitments, such as contract awards, made by Federal agencies during a given period that will require outlays during the same or some future period.
<b>Obsolescence</b>	The state of FIP hardware or software that is either in a degenerative condition which if not corrected will render the resource useless, or becoming technologically outmoded compared to other hardware or software being sold.
<b>Office of Federal Procurement Policy (OFPP)</b>	An organization within the Office of Management and Budget (OMB) that provides leadership and direction to Federal procurement programs.
<b>Office of Management And Budget (OMB)</b>	Federal agency that recommends and monitors Federal programs and funding levels, develops and issues Governmentwide policy guidance on management concerns, and reviews proposed regulations.
<b>Operations and Demonstrations Test.</b>	A FIP resources testing procedure in which the contractor demonstrates to Government experts that the FIP hardware and/or software performs as stated and meets capability and performance requirements.
<b>Operating System Software</b>	The software that runs the computer by sending instructions to the computer and tells it which operations to perform. For the most part, operating system software is “invisible” or “transparent” to the user. It cannot be changed, except by software programmers.
<b>Operational Planning</b>	Identification, scheduling and control of activities to support day-to-day agency activities over one year or less.
<b>Original Equipment Manufacturer (OEM)</b>	a vendor who manufactures FIP resources. The vendor may sell its products directly and/or through dealers or distributors.

<b>Outdated FIP Equipment</b>	Any FIP equipment over eight years old, based on the initial commercial installation date of that model of equipment, and that is no longer in current production.
<b>Paperwork Reduction Reauthorization Act of 1986</b>	Defined automated data processing equipment (ADPE) in the law, ending disputes that had persisted since passage of the <i>Brooks Act</i> . It expanded GSA's exclusive procurement and management authorities to include federal contracts "making significant use" of ADPE. ADPE acquired and used by a contractor that are "incidental to the performance" of Federal contracts were excluded from GSA's authority.
<b>Paperwork Reduction Act of 1980</b>	Was enacted by Congress to reduce the federal government's paperwork burden on the public. This Act also introduced the concept of "information management" into law.
<b>Patent</b>	A new or novel item or new process that has been reduced to practice. The owner of a patent is the first person who filed a patent with the patent office. The patent owner then receives a 17-year monopoly on the use of the patent.
<b>Performance Specification</b>	A purchase description that describes the deliverable in terms of desired operational characteristics. Performance specifications tend to be more restrictive than functional specifications, in terms of limiting alternatives which the Government will consider and defining separate performance standards for each such alternative.
<b>Performance Validation</b>	The technical verification of the ability of a proposed FIP system configuration or replacement component to meet agency-specified performance requirements. Examples include timed executions of actual or sample workloads, remote terminal emulation with simulated on-line workloads, acceptance testing with current software and files, stress testing with exaggerated workloads, workload modeling, benchmarking, and simulation modeling.
<b>Performance Work Statement (PWS)</b>	is a work statement or scope of services on which the Government and the prospective bidders base their estimates of performance

<b>Personal and Substantial Participation</b>	<p>To participate personally and substantially in a particular procurement, you must have active and significant involvement in activities directly related to the procurement.</p> <ul style="list-style-type: none"> <li>• To participate personally, you must participate directly. This includes the participation of a subordinate when actually directed by the supervisor in the matter.</li> <li>• To participate substantially, your involvement must be significant to the matter. For example, the review of procurement documents solely to determine compliance with applicable regulatory, administrative, or budgetary requirements or procedures, does not constitute substantial participation in a procurement. To be substantial, participation must be more than official responsibility, knowledge, perfunctory involvement, or involvement on an administrative or peripheral issue. A finding of substantiality should be based not only on the effort devoted to a matter, but on the importance of the effort. While a series of peripheral involvements may be insubstantial, the single act of approving or participating in a critical step may be substantial.</li> </ul>
<b>Point of Connection</b>	A location within a building where an agency's wire or cable connects to the consolidated system's facilities. Most office buildings have several such points on each floor or hallway.
<b>Present Value Analysis</b>	An analysis performed to determine the present value of a future cost or benefit, expressed in today's dollars.
<b>Present Value</b>	The value of a cost or benefit expressed in today's dollars, regardless of the time of acquisition or realization.
<b>Preventive Maintenance</b>	Regularly scheduled activities to keep hardware in good operating order (e.g., cleaning parts, removing dust, replacing worn parts) before an actual breakdown occurs.
<b>Price Analysis</b>	The process of examining and evaluating a proposed price without evaluating its separate cost elements and proposed profit. <sup>42</sup>
<b>Privacy Act of 1974</b>	Forbids agencies to have personnel files which are secret. It establishes that any individual has a right to request, review and correct information in his/her file and determine when, how, and to which extent, information shall be released to other parties. This Act gives any individual the right to sue the Federal government if his/her rights to privacy have been violated.

<b>Private Branch Exchange (PBX)</b>	A private telecommunications exchange that usually includes access to the public switched network
<b>Procurement Official</b>	<p>You are a procurement official if you are a Government civilian or military official or an employee who has participated personally and substantially in any of the following activities for a particular procurement:</p> <ul style="list-style-type: none"> <li>• Drafting a specification or a statement of work;</li> <li>• Review and approval of a specification or statement of work;</li> <li>• Preparation or development of procurement or purchase requests;</li> <li>• The preparation or issuance of a solicitation;</li> <li>• Evaluation of bids or proposals;</li> <li>• Selection of sources;</li> <li>• Negotiations to establish the price or terms and conditions of the contract or contract modification; or</li> <li>• Review and approval of the award of the contract or contract modification.</li> </ul>
<b>Procurement Planning</b>	Upon acceptance of the Purchase Request, the plan developed by a CO for soliciting offers, evaluating offers, and awarding a contract.
<b>Proprietary Information</b>	Proprietary information is information contained in a bid or proposal or otherwise submitted to the Government by a competing contractor in response to the conduct of a particular procurement, or in an unsolicited proposal, that has been marked by the competing contractor as proprietary information in accordance with applicable law and regulation.
<b>Protest</b>	A written objection by an interested party to a solicitation, a proposed award, or an award of a contract.
<b>Quality Assurance (QA)</b>	Functions, including inspection, performed to determine whether a contractor has fulfilled the contract obligations pertaining to quality and quantity.
<b>Radar Equipment</b>	Any radio detection device that provides information on range, azimuth, or elevation of objects.

<b>Radio Equipment</b>	Any equipment or interconnected system or subsystem of equipment (both transmission and reception) that is used to communicate over a distance by modulating and radiating electromagnetic waves in space without artificial guide—does NOT include such items as microwave, satellite, or cellular telephone equipment.
<b>Real Discount Rate</b>	Discount rates that are <i>not adjusted</i> for the effects of inflation or deflation. Real rates are normally used in benefit-cost analysis. You will also find these rates in Appendix C of OMB Circular A-94.
<b>Records</b>	All books, papers, maps, photos, machine readable materials, or other documentary materials, regardless of physical form, made or received by a Government agency under Federal law or in connection with transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the Government, or because of the informational value of data in them. Library and museum material made or acquired and preserved solely for reference or exhibition purposes. Extra copies of documents preserved only for convenience of reference, and stocks of publications and/or documents are not included.
<b>Records Creation</b>	The production or reproduction of any record.
<b>Records Disposition</b>	Any activity with respect to disposal of temporary records no longer necessary for the conduct of business, by destruction or donation, transfer of records to Federal agency storage facilities, transfer to the National Archives or transfer to another Federal agency.
<b>Records Maintenance and Use</b>	Any activity involving location of records of a Federal agency; storage, retrieval and handling of records kept at an office, file locations, or selection and utilization of equipment and supplies associated with records and copying.
<b>Regulatory Delegation</b>	Sometimes referred to as a “blanket DPA.” If your acquisition meets the conditions for a regulatory delegation, you do not need to submit an agency procurement request to GSA. Your agency automatically has authority under regulation to buy the resource.
<b>Remedial Maintenance</b>	Determining why equipment is malfunctioning (troubleshooting and diagnostics) and repairing it, including replacement of broken parts.

<b>Repair Time</b>	The actual time required to repair a FIP resource from the time that repair actually begins until the resource is returned to service. Note that this is less than downtime.
<b>Residual Value</b>	The proceeds, less removal and disposal costs, if any, realized upon disposition of a tangible capital asset. Residual value is normally <i>not</i> estimated for FIP resources.
<b>Response Time</b>	The period of time in which a maintenance contractor must respond to an agency's call for service. The time allowed is specified in the contract.
<b>Risk</b>	<p>The probability of not attaining the goals for which the party entered into a contract. For the contractor (seller), the principal business or financial risk is an unexpected loss of money on the contract. For the Government, the principal risk are that:</p> <ul style="list-style-type: none"> <li>• The total cost of the acquisition will be higher than expected or unreasonable in relation to the actual costs of performance.</li> <li>• The contractor will fail to deliver or will not deliver on time.</li> <li>• The final deliverable will not satisfy the Government's actual need, whether or not "acceptable" under the terms and conditions of the contract.</li> <li>• The Government's need will change prior to receipt of the deliverable.</li> </ul>
<b>Satellite Communications</b>	Any telecommunications services provided via one or more satellite relays and their associated uplinks and downlinks.
<b>Sensitive Information</b>	Any information, the loss, misuse, or unauthorized access to or modification of which, could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of Title 5, under the Privacy Act, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.
<b>Shrink-wrapped Commercial Software.</b>	Commercial software that is completely self-contained and requires little or no modification. Most of it is application software. You can usually install it using only floppy diskettes and the user's manual. You would usually use this type of commercial application software on a single microcomputer, such as your desktop computer.

<b>Significant Use</b>	Significant use of FIP resources means: (i) the service or product of the contract could not reasonably be produced or performed without the use of FIP resources, AND(ii) the dollar value of FIP resources expended by the contractor to perform the service or furnish the product is expected to exceed \$500,000 or 20 percent of the estimated cost of the contract, whichever amount is lower. [FIRMR 201-1.002-1(b)(3)]
<b>Single Server Concept</b>	A concept under which either GSA or another agency is responsible for providing service to all agencies at a location (FIRMR Bulletin C-15). For example, GSA may provide all telephone services in a building occupied by several Federal agencies.
<b>Software Conversion</b>	Modifying programs and data used on one system so that they can be used on another system. Sometime the cost of conversion can be greater than the cost of acquiring new commercial software.
<b>Software Documentation</b>	Printed material which explains how the software operates
<b>Sonar Equipment</b>	An apparatus that detects the presence and location of a submerged object by means of sonic, subsonic, or supersonic waves reflected back to it from the object.
<b>Source Selection</b>	The process of soliciting and evaluating offers for award in a competitive negotiated environment.
<b>Source Selection Authority (SSA)</b>	The Government official in charge of selecting the source.
<b>Source Selection Advisors</b>	Personnel responsible for providing source selection advice to the SSA and SSEB
<b>Source Selection Advisory Council (SSAC)</b>	High level agency personnel that oversee the functioning of the SSEB and that may make recommendations to the SSA.
<b>Source Selection Evaluation Board</b>	Specialists who are responsible for assisting the Contracting Officer in developing the source selection plan and for evaluating proposals in accordance with the source selection plan and the RFP.

<b>Source Selection Plan</b>	<p>A plan containing at a minimum the following:</p> <ul style="list-style-type: none"> <li>• description of the organization structure</li> <li>• identify members of the boards or advisors</li> <li>• proposed presolicitation activities</li> <li>• summary of the acquisition strategy</li> <li>• statement of proposed evaluation factors and any significant subfactors, &amp; their relative importance</li> <li>• description of the evaluation process, methodology, and techniques to be used</li> <li>• schedule of significant milestones.</li> </ul>
<b>Source Selection Information</b>	<p>Source selection information is information (including information stored in electronic, magnetic, audio or video formats) which is prepared or developed for use by the Government to conduct a particular procurement and:</p> <ul style="list-style-type: none"> <li>• The disclosure of which to a competing contractor would jeopardize the integrity or successful completion of the procurement concerned; and</li> <li>• Is required by statute, regulation, or order to be secured in a source selection file or other facility to prevent disclosure.</li> </ul>
<b>Source Selection Plan</b>	<p>A plan containing at a minimum the following:</p> <ul style="list-style-type: none"> <li>• description of the organization structure</li> <li>• identify members of the boards or advisors</li> <li>• proposed presolicitation activities</li> <li>• summary of the acquisition strategy</li> <li>• statement of proposed evaluation factors and any significant subfactors, &amp; their relative importance</li> <li>• description of the evaluation process, methodology, and techniques to be used</li> <li>• schedule of significant milestones.</li> </ul>
<b>Specific Acquisition Delegation</b>	<p>an APR is specific to a single acquisition, as is the ensuing delegation</p>
<b>Specific Agency Delegation</b>	<p>This type of delegation modifies for one agency (or part of an agency) the Governmentwide regulatory delegations.</p>

<b>Specific Make and Model</b>	A description of the government's requirement for FIP resources that is so restrictive that only a particular manufacturer's products will satisfy the government's needs, regardless of the number of suppliers that may be able to furnish that manufacturer's products.
<b>Specific Make And Model Specification</b>	A description of the Government's requirements for FIP resources that is so restrictive <i>that only a particular manufacturer's products will satisfy</i> the Government's needs, regardless of the number of suppliers that may be able to furnish that manufacturer's products" (FIRMR 201-4.001).
<b>Specification</b>	A description of the technical requirements for a material product or service that includes the criteria for determining whether these requirements are met.
<b>Standard</b>	A document that establishes engineering and technical limitations and applications of items, materials, processes, methods, designs, and engineering practices. It includes any related criteria deemed essential to achieve the highest practical degree of uniformity in materials or products, or interchangeability of parts used in those products, Standards may be used in specifications, invitations for bids, requests for proposals, and contracts.
<b>Statement of Work</b>	A form of specification used in setting forth a requirement for services or work which describes the work or services to be performed, explains the methods to be used, and identifies the products to be acquired.
<b>Strategic Planning</b>	Definition of agency's major missions, vision, goals, and objectives over 5 years or more. Example of Agency Strategic Plan: Maintain armed service personnel, equipped with the necessary tools, in combat-ready status. Example of IRM Strategic Plan: Ensure ready information and communications for combat troops in the field. Non-DoD personnel also need ready information in the field, e.g., USDA crop insurance adjusters, relief efforts during droughts, border inspectors. High-level management staff, Program administrators and IRM managers
<b>Switching Function</b>	Any switching equipment or switching arrangement used to connect agency Customer Premise Equipment (CPE) phone exchange to telephone company equipment that would permit or cause a line to function as a trunk. Only GSA will provide this type of a switching function at a consolidated location.

<b>System</b>	A number of components or items that will be interconnected, which are designed primarily to operate together, and are procured at about the same time. A series of components necessary to satisfy a stated Government requirement.
<b>System life</b>	A projection of the time period that begins with the installation of the FIP resource and ends when the agency's need for that resource has terminated.
<b>Tactical Planning</b>	Identification, scheduling, management, and control of tasks necessary to accomplish individual activities in the strategic plan over a one-to-five year period. Example: Establish priorities for deployment of information systems technology for DoD and Non-DoD personnel. IRM and Program managers
<b>Telecommunications Device for the Deaf (TDD)</b>	A machine that uses typed input and output, usually with a visual text display, to enable individuals with hearing or speech impairments to communicate over a telecommunications network.
<b>Telecommunications Facilities</b>	Equipment used for such modes of transmission as telephone, data, facsimile, video, radio, audio, and such corollary items as switches, wire, cable, access arrangements, and communications security facilities.
<b>Telecommunications resources</b>	Telecommunications equipment, facilities and services.
<b>Telecommunications Services</b>	The transmission, emission, or reception of signals, signs, writing, images, sounds, intelligence of any nature, by wire, cable, satellite, fiber optics, laser, radio, or any other electronic, electric, electromagnetic, or acoustically coupled means. The term includes the telecommunications facilities necessary to provide such services.
<b>Telecommunications Switching Function</b>	Any service or equipment that has a primary function to switch telephone calls at a location. This term excludes service or equipment necessary to meet agency requirements that cannot be met by an existing switching function.
<b>Television Equipment</b>	Any equipment (both transmission and reception) used for the conversion of transient visual images into electrical signals that can be transmitted by radio or wire to distant receivers where the signals can be reconverted to the original visual images—does NOT include such items as monitors for computers or computer terminals or video conferencing equipment.

<b>Tempest</b>	An unclassified short name referring to investigations and studies of Compromising Emanations (CE). CE are defined as unintentional data-related or intelligence-bearing signals, which if intercepted and analyzed, disclose the national security information-processing equipment.
<b>Template</b>	A part of software which acts as a generic “framework” or set of instructions to permit easy customization by a programmer
<b>Termination Charges</b>	Those charges that GSA and other agencies will incur when an agency leaves a GSA consolidated service location. The agency leaving a GSA consolidated location is responsible for its appropriate share of the termination liability.
<b>Third Party Vendors</b>	Vendors who purchase FIP products from OEMs and other parties and resell the products to the end user. Since third party vendors buy at wholesale prices in great volume, they can often sell at competitive retail prices.
<b>Toll-free Telephone Service</b>	According to FIRMR 201-4.001, means any incoming circuit arrangement that allows the public to make long distance telephone calls to authorized locations at Government expense. Toll-free telephone service is used for providing or obtaining information concerning Government programs, such as social welfare, disaster aid, veterans’ affairs, and income tax assistance.
<b>Total System Cost</b>	The aggregate cost of all equipment items and software acquired to meet a specific requirement. Includes installation if covered in a contract and required for system integration. Does NOT include real estate preparation costs, such as building modification or cable trenching funded under “construction” funding rules.
<b>Trademark</b>	A device, such as a word or illustration, pointing distinctly to the origin or ownership of merchandise to which it is applied and legally reserved to the exclusive use of the maker, owner or seller. Trademarks are also registered and cannot be copied.
<b>Trade Secret</b>	Any type of business information which is commercially valuable, whether or not it has been patented, copyrighted, trademarked or otherwise protected, over which the contractor claims ownership and does not wish to have revealed.
<b>Trail Boss</b>	A high-level, highly trained and experienced acquisition executive formally designated by an agency to manage a major, mission-essential acquisition.

<b>Trusted Computer System</b>	A system that employs sufficient hardware and software integrity measures to allow its use for processing simultaneously a range of sensitive or classified information.
<b>Turnkey Acquisition</b>	An acquisition where a single (prime) contractor provides a complete system, including hardware, software, installation, shipping, etc. Typically a large acquisition, and at contracting, so complex that the elements can't be reasonably separated.
<b>Unfinanced Requirement</b>	funds are NOT set aside in the budget, regardless of the technical merits of the requirement.
<b>Uniform Contract Format</b>	A format for preparing solicitations and contracts prescribed in FAR 14.201-1 and 15.405-1.
<b>Unlimited Data Rights</b>	Unlimited legal rights to data. The Government can claim " <i>unlimited data rights</i> " for an item, component, or process developed as part of a contractor's or subcontractor's work on a Government project and developed exclusively with Government funds.
<b>Unlimited Rights</b>	Rights to use, duplicate, release, or disclose, technical data or computer software in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so (FAR 27.401).
<b>Used Equipment</b>	Equipment that has been previously installed. This term includes "reconditioned," "refurbished" or "remanufactured" equipment.
<b>Utility Software</b>	Software that performs those functions required to support the applications programs, such as code conversion, copying, disk management, backup, and archiving.
<b>Vaporware</b>	Commercial software which does not yet exist in a format fully developed for prototyping, testing, or sale/lease.
<b>Voluntary standards</b>	Standards developed by industry and trade associations, which have been adopted throughout a domestic industry or even internationally.

**Warner  
Amendment**

Public Law 97-86, DoD Authorization Act (1982), commonly called the Warner Amendment, made the Brooks Act NOT applicable to certain DoD procurements of ADPE systems, components, and service.

By authority of the Warner Amendment, the Brooks Act does NOT apply when you are acquiring ADPE or services for:

- intelligence activities
- cryptological activities related to national security
- the command and control of military forces
- equipment that is an integral part of a weapon or weapon system
- an item critical to the direct fulfillment of military or intelligence missions, *excluding routine administrative and business applications such as payroll, finance, logistics, and personnel management applications.*

**Wide Area  
Network  
(WAN)**

A data communications network, covering a larger geographic area, in which the communications is carried, at least part of the way, between locations by telephone lines.

# - A -

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